CITY OF REDLANDS

CITY COUNCIL

A G E N D A

APRIL 19, 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

DANIEL J. McHUGH
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

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California. **Although the meeting is open to the public, seating has been reduced to allow for social distancing.**

TUESDAY, APRIL 19, 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.

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

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

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

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



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

5:00 P.M.

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

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

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

1. Public Employee Appointment- Government Code §54957 (Mayor Barich and Mayor Pro Tem Tejeda)

    1. Title: City Attorney

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

    a. C.O.M.E.T. v City of Redlands, et al.; San Bernardino Superior Court Case No. CIVDS 1906437

    b. Coyote Aviation Corporation v. City of Redlands; San Bernardino Superior Court Case No. CIVDS 2203398

3. Conference with real property negotiators - Government Code §54956.8
(Municipal and Utilities and Engineering Director Harris)

Property:	APNs 0300-451-13-0000, 0300-451-14-0000, 0300-451-24-0000, 0300-451-25-0000; (Property located on Helen Court)
Agency Negotiators:	Charles M. Duggan and John R. Harris
Negotiating Party:	Cathy A. Macknet, Kenneth D. Macknet II, Mark R. Macknet
Under negotiation:	Terms of payment and price of possible property purchase by City

6:00

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Presentation of proclamations recognizing Cesar Chavez Day, and Dolores Huerta Day to Nathan Gonzalez, Maria Carrillo, Mario Saucedo, and Audrey Maier (Mayor Pro Tem Tejeda)

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

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

1. Approve minutes of the regular meeting of April 5, 2022, and the special closed session meeting of April 6, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring April 22, 2022, as Earth Day (Mayor Barich)

3. Approve recommendations for appointments to the Human Relations Commission (Mayor Pro Tem Tejeda, Council Member Guzman-Lowery, and Council Member Gallagher)

4. Approve Resolution No. 8326 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. Approve Resolution No. 8320 Delegating the Authority to Render Determinations Relating to Disability Retirement Applications (Assistant City Manager McConnell)

6. Disclosure of Settlement Agreement and General Release - Steve Unland; San Bernardino County Superior Court Case No. CIVDS1928349 (City Attorney McHugh)

7. Receive the 2021 Housing Element Annual Progress Report as prepared and submitted to the California Department of Housing and Community Development and the State Office of Planning and Research (Development Services Director Desatnik)

8. Approve an Independent Contractor Agreement with the Consolidated Fire Agencies Joint Power Authority to provide regional emergency dispatch and information technology services (Fire Chief Sessler)

9. Approve a First Amendment to the City's Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupation Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Division in an amount not-to-exceed $20,000, and determine approval of this Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

10. Approve Resolution No. 8308 establishing a mid-block crosswalk on Central Avenue between Church Street and Citrus Avenue, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

11. Approve Tract No. 20065 Final Map (Municipal Utilities and Engineering Director Harris)

12. Authorize Mayor Barich to sign a letter of support for the City of Highland SR-210/5th Street Community Project Funding application (Municipal Utilities and Engineering Director Harris)

13. Authorize issuance of proclamation declaring May 5, 2022, as the National Day of Prayer (Mayor Barich)

14. Approve a facility use agreement with the University of Redlands for use of its facilities for training, presentations, and testing (Police Chief Catren)

15. Approve a Reimbursement Agreement with First Industrial Realty Trust, Inc. related to the construction of a sanitary sewer collection system trunk line in an amount not-to-exceed $188,562, and approve an additional appropriation of $79,390 (Municipal Utilities and Engineering Director Harris)

J. **Communications**

1. Video Series: Working for You (Public Information Officer Baker)

2. Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

3. Annual Report of the Human Relations Commission by Stephanie Hastings-Miranda (Assistant City Manager McConnell)

4. Annual Report of the Airport Advisory Board by Vice Chair Michael Sullivan (Assistant City Manager Chris Boatman)

5. Annual Report of the Street Tree Committee by Chairman Andy Hoder (Assistant City Manager Boatman)

6. Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

7. Discussion and possible action relating to the City Treasurer's compensation and consideration of Resolution No. 8332 (Mayor Pro Tem Tejeda)

K. **Public Hearings**

1. **GUADALUPE COBANOV, APPLICANT**
(Mayor to declare meeting open as a public hearing)

PUBLIC HEARING to consider the following applications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000), and associated California Environmental Quality Act Exemptions:

1. **Resolution No. 8321** (**Historic Designation No. 135)** designating the property located at 1605 Calvary Circle as a Historic Resource (Historic and Scenic Resource No. 135).

2. **Resolution No. 8322** (**Specific Plan No. 40, Amendment No. 47)**, approving Amendment No. 47 to Specific Plan No. 40 to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(B) (Road Standards), Section EV4.0155(A) (Special Landscaped Streets), and Section EV4.0125(2) (Setbacks and Intersections) to amend the required road right-of-way requirements for the property located at 1605 Calvary Circle.

3. **Resolution No. 8323** (**Conditional Use Permit No. 1107)** approving Conditional Use Permit No. 1107 for the adaptive reuse of the property located at 1605 Calvary Circle.

4. **Resolution No. 8324** (**Variance No. 799)** approving Variance No. 799 relating to a front yard and parking lot setback requirements for property located at 1605 Calvary Circle.

5. **Resolution No. 8325** (**Historic Parking Modification No. 31)** approving a Historic Parking Modification No. 31 in connection with the adaptive reuse of the property located at 1605 Calvary Circle.

(Development Services Director Desatnik)

L. **New Business**

1. Discussion and possible action relating to an employment agreement for the position of City Attorney (Mayor Barich and Mayor Pro Tem Tejeda)

2. Consideration of an additional appropriation in the amount of $11,508,106 for the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) (Assistant City Manager McConnell)

3. Consideration of Ordinance No. 2932, adopting a military equipment use policy (Police Chief Catren)

4. Consideration of an agreement with Daniel's Tire Service to provide fleet tire supply and inventory control in an amount not-to-exceed $338,329 for the initial term, with the option to extend by two additional one-year terms, for a total amount not-to-exceed $1,014,987 (Assistant City Manager Boatman)

5. Consideration of a request to hold the Stronger Together Now Juneteenth 2022 event hosted by Stronger Together Now on June 19, 2022, within Sylvan Park; authorize street closures related to the event; approve a request for in-kind support in the amount of $14,155 related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

6. Consideration of a grant agreement with Redlands Museum Historic Association for the provision of funds towards the construction of the Museum of Redlands, and determination that approval of the grant agreement is exempt from California Environmental Quality Act (CEQA) guidelines pursuant to Section 15061 (Assistant City Manager Boatman)

7. Consideration of a Professional Services Agreement with Carollo Engineers, Inc. in an amount not-to-exceed $835,549 to engineer a replacement raw water influent pipeline for the Tate Water Treatment Plant, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

8. Consideration of a Professional Services Agreement with Dudek to engineer the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $354,820, and determination that this project 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)

9. Request to Establish an Enhanced Infrastructure Financing District (EIFD), and Approval of a Letter of Support for Grant Funding (Development Services Director Desatnik)

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

N. **Adjournment**
The next regular meeting of the City Council will be held on May 3, 2022.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcasted at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Agendas, staff reports and minutes of the City Council of the City of Redlands are available on the Internet:

http://www.cityofredlands.org

"A City That Works"

City Council Meeting **I. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of April 5, 2022, and the special closed session meeting of April 6, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of April 5, 2022, and the special closed session meeting of April 6, 2022.

Attachments

Minutes of the regular meeting of April 5,2022

Minutes of special closed session meeting of April 6, 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 April 5, 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; Dan McHugh, City Attorney; Robert Dawes, City Treasurer; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

Agency Negotiator:	Assistant City Manager McConnell
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 6:18 P.M. with an invocation by Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PRESENTATIONS

Proclamation April 2022 DMV/Donate Life California

Mayor Barich presented a proclamation declaring the month of April 2022, as DMV/Donate Life California to John VanCampen, representing One Legacy.

Proclamation U.S Coast Guard Auxiliary 45th Anniversary

Mayor Barich presented a proclamation declaring April 1, 2022, as The United States Coast Guard Auxiliary 45th Anniversary to Denver Drieberg, representing the United States Coast Guard Auxiliary.

Proclamation Arts, Culture, and Creativity Month

Council Member Davis presented a proclamation declaring April 2022, as Arts, Culture, and Creativity Month to Margo Mullen, who represents the Arts Council of San Bernardino County, and presides as Chair of the Cultural Arts Commission. This is the 4th Annual Statewide awareness and advocacy event that recognizes the crucial role of arts, culture and creativity in the lives of everyone and celebrates the power of the arts in the community.

PUBLIC COMMENT

Public comments were presented in-person, via Zoom, via cell phone or landline.

SBCTA Rail Project Concerns - Marcos Vingochea, owner of Excel Automotive, listed the difficulties his business has experienced as a direct result of the SBCTA Rail Project. He stated his complaints have been mostly ignored by SBCTA, and he added that because they chose to do nothing, he was forced to move his business, incurring many costly expenses.

Proposed Clinic - Danielle Buirge raised questions concerning a mental health clinic proposed to go in a residential neighborhood, located at 1030 E Brockton Avenue. She suggested the City investigate the clinic for potential code enforcement violations, including her concerns that the owner was planning to use powerful drugs on patients, which may not be a permitted use for this area.

Council Member Ethics - Randall Morris urged the City to establish ethical standards to hold Council Members accountable for their actions, and he complained that the cost of running for local office was much too high. He thought this discouraged many citizens from seeking office.

Water Conservation - Speaking remotely, Nancy Blastos described ongoing water shortages throughout the state as an existential threat to everyone's quality of life. She requested the Council take the matter seriously, promote conservation programs and apply the programs to everyone, including the City itself.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the minutes of the regular meeting of March 15, 2022.

Vote: 5 - 0 Passed

Proclamation Arbor Day

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously authorized the issuance of a proclamation for calendar year 2022 recognizing the celebration of Arbor Day in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation DMV/Donate Life California

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously authorized the issuance of a proclamation declaring the month of April 2022 as DMV/Donate Life California.

Vote: 5 - 0 Passed

Proclamation US Coast Guard Auxiliary 45th Anniversary

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the proclamation declaring April 1, 2022, as The US Coast Guard Auxiliary 45th Anniversary.

Vote: 5 - 0 Passed

Proclamation Dolores Huerta Day

Mayor Pro Tem Tejeda was pleased to request a proclamation be issued declaring April 10, 2022, as Dolores Huerta Day, one of the most influential labor activists of the 20th century who became the first Latina inducted into the National Women's Hall of Fame in 1993. She was a positive force for change, as both an organizer and an activist and worked tirelessly alongside Cesar Chavez. Together they founded the National Farm Workers Association in order to raise awareness to the plight and difficulties encountered by agricultural workers who were frequently exploited and unfairly treated.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved a proclamation declaring April 10, 2022, as Dolores Huerta Day.

Vote: 5 - 0 Passed

Proclamation Arts, Culture, and Creativity Month

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved a proclamation declaring the month of April 2022 as Arts, Culture, and Creativity Month.

Vote: 5 - 0 Passed

Citizens' Measure T Oversight Committee Appointment

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously appointed Joseph Valdivia of the Redlands Police Officers Association to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning April 21, 2022, and ending April 21, 2023; and appointed Mike Foster of the Redlands Association of Mid-Management Employees to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning April 21, 2022, and ending April 21, 2023.

Vote: 5 - 0 Passed

Cultural Arts Commission Appointment

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously appointed Jina Edwards to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2025.

Vote: 5 - 0 Passed

Resolution No. 8316 Remote Teleconference Meetings

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved Resolution No. 8316, 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

Conflict of Interest Code Review

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously directed staff to review the Conflict of Interest Code for the City of Redlands.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the public disclosure of details of an Agreement of Settlement and Release between the City of Redlands and Chase Management, Inc. Under the terms of the agreement, the City agrees to pay Chase $50,000 to settle and dispose of disputes and controversies associated with a civil action in the California Superior Court for the County of San Bernardino Superior, Case No. CIVDS1907758.

Vote: 5 - 0 Passed

National Opioid Settlement Funds Agreement

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved an agreement with the County of San Bernardino for the use of Redlands' local allocation of National Opioid Settlement Funds. Redlands' allocation from the settlement agreement must be used exclusively for future opioid remediation in one or more areas described in the list of opioid remediation uses, as presented in the staff report.

Vote: 5 - 0 Passed

Support Letter of AB 1627 and AB 1628

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously authorized Mayor Barich to sign a letter on behalf of the City of Redlands in support of AB 1627 and AB 1628. The bills are sponsored by Assemblyman James Ramos.

Vote: 5 - 0 Passed

State Homeland Security Grant Program Award

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the grant award from the FY 2020 State Homeland Security Grant Program, and an additional appropriation of $23,568 to the Police Department. The funds will be used to acquire six tactical ballistic vests to be worn by members of the Redlands Police Department SWAT team. The vests will be invaluable to the safety of these first-responders during tactical operations and other high-risk situations.

Vote: 5 - 0 Passed

Mills Act Contract

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously determined that approval of the agreement is exempt from the California Environmental Quality Act Guidelines pursuant to Section 15061(b)(3) ; and approved the Historic Property Contract by and between the City of Redlands and Debashish Ghosh and Atishma Kant for the preservation and benefit of the Historic Resource located 225 East Fern Avenue.

Vote: 5 - 0 Passed

Development Agreements Annual Review

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved to receive and file the notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code, which include the following agreements: Mountainview Power Company, Robertson's Ready Mix, Ltd, Cemex Construction Materials, L.P., Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates, Redlands Community Hospital and ESRI (Environmental Systems Research Institute).

Vote: 5 - 0 Passed

Building Official Services First Amendment

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the First Amendment to the Professional Services Agreement with Willdan Engineering to increase the original agreement from $29,500 to a total aggregate amount of $86,400 for Building Official Services while the Development Services Department recruits to fill the vacant Chief Building Official position.

Vote: 5 - 0 Passed

Solid Waste Collection Truck In-Frame Repairs

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved a sole source purchase order with Cummins Sales and Service in the amount of $57,011.01 for in-frame repairs to a solid waste collection truck.

Vote: 5 - 0 Passed

Redlands Firefighter's Car Show In-Kind Request

This item was removed from the agenda. The event has been canceled by the organizers.

Bid Rejection Sewer Collection System Repair Services

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously rejected all bids received for the On-Call Sewer Collection System Repair Services; and directed staff to solicit new bids for on-call sanitary sewer collection system repair services. All bids received were over the engineer's estimate and exceeded available funding in the wastewater service fund.

Vote: 5 - 0 Passed

Contribution to SBVW Conservation District

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously authorized a contribution of $70,099.25 to San Bernardino Valley Water Conservation District's Habitat Conservation Trust for Wash Plan permitting fees; and approved an additional appropriation in the amount of $70,099.25.

Vote: 5 - 0 Passed

Bid Rejection Orange Blossom Trail Phase 3

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously rejected all bids received for construction of the Orange Blossom Trail Phase 3 Project; and directed staff to solicit new bids for the project. The bids received exceeded the engineer's construction cost estimate for the Project and engineering staff will make minor modifications to the Project specifications to optimize the use of available funds before re-advertising.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved the public disclosure of details of an Agreement of Settlement and Release between the City of Redlands and S.B.C.W. Consulting, Inc. Under the terms of the agreement, the City agrees to pay $15,000 to settle and dispose of disputes and controversies associated with a civil action in the San Bernardino Superior Court and entitled, S.B.C.W. Consulting, Inc, a California corporation v. City of Redlands, Case No. CIVDS2015309.

Vote: 5 - 0 Passed

COMMUNICATIONS

Accelerate Neighborhood Climate Action Presentation

Mayor Pro Tem Tejeda introduced Linda Hamilton, Redlands Coordinator of Accelerate Neighborhood Climate Action (ANCA) and explained he had previously attended an ANCA meeting and was pleased to announce the group had agreed to provide a series of informational presentations to the Council to be held over the next few meetings. Ms. Hamilton provided an overview of the organization and the work they are doing within the City in relation to the effects of climate change. She stated climate change was the most serious threat facing humanity. ANCA is a nonprofit 501(c)(3) organization created in Denver, CO in 2017 and now includes more than 20 neighborhoods in Denver and Boulder. Their mission is to build more climate resilient communities by bringing climate action to the neighborhood level. The group was established in Redlands 8 months ago by several people familiar with the Denver program, and they have been guided by a local steering committee. They have worked closely with the University of Redlands Environmental Studies Department, Esri, and other local climate-concerned organizations. She looked forward to upcoming meetings when she will continue to provide additional detail about ANCA.

Parks and Recreation Advisory Commission Annual Report

Chairperson Ryan Johnson and Commissioner Adam Hebden provided the Annual Report for the Parks and Recreation Advisory Commission, highlighting activities and accomplishments for the year. These included welcoming new Commissioners, passage of the new Athletic Field Use and Allocation Policy promoting more equitable field usage, the development of a commissioner manual, utilized as a guide for incoming commissioners and possibly even for use across other commissions and boards, continued subcommittee efforts towards the Priority Projects List, partnerships with developers such as MLC Holdings and their future development which will bring additional recreational space and be a welcome addition to the City. Mr. Johnson shared the mural installation at Texonia Park was a huge success, and he listed other accomplishments to include the tennis court conversion to pickleball courts at Ford Park, the Community Center renovations with new flooring and the soon to come kitchen upgrades. They intend to hold in-person park tours again, are still considering a BMX pump track and are seeking ways to grow Commissioner outreach efforts. Commissioner Hebden suggested the public can now download a new app he developed (Redlands Parks App) where people can access current information about all the City's parks. Mayor Pro Tem Tejeda and all the Council expressed their appreciation of the tremendous efforts of each and every Commissioner.

Cultural Arts Commission Annual Report

Chairperson Margo Mullen presented the Annual Report for the Cultural Arts Commission, reviewing the Commission's Mission and Initiatives, which included efforts toward increased work with the Council on individual initiatives for public art; meeting with the planning, parks and parking commissions; collaborating with the Arts Council of San Bernardino County. Art initiatives included Murals, Art on Loan, Special Projects, Development Projects, Support and Empowerment, Surveys and Commissioner status updates. Through a series of photos she highlighted Public Art sidewalks; the Packing House District; Orange

Blossom Trail murals and collaboration with Sunrise Rotary working with artists Ekaterina Orlovie for a section of the Trail, the Art-on-Loan Program which is first of its kind in public art programs for Redlands, temporary sculpture installations, Special Projects, including an Environmental Art Garden at the dog park, Omnitrans Bus Benches, RUSD Crosswalk Art, Public/ Private Partnerships with Lennar Homes, Nevada Street Holdings and Luxview Apartments, the Art and Culture Master Plan and the recommendations towards the City's annual two-year budget plan. She was excited to share future possibilities, such as a facade improvement grant program and in particular, she pointed to the new City Hall building. Each Council Member thanked her for her contagious enthusiasm and lively presentation.

Resolution No. 8327 City Clerk Compensation

Council Member Gallagher reviewed Resolution No. 8327, relating to the City Clerk's compensation. He pointed out the Clerk was a full time City employee, overseeing a department's operations. The annual salary had not been reviewed or adjusted since its approval in 2009.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved Resolution No. 8327, adjusting the compensation of the City Clerk and increasing the compensation to $85,454 per year, effective April 18, 2022,

Vote: 5 - 0 Passed

NEW BUSINESS

Agreement for Body Worn Camera Equipment

Police Chief Catren explained that on February 1, 2022, the City Council approved a five-year lease agreement with Lenslock Inc. for body worn cameras, but after further examination, it was determined an outright purchase of the equipment better met the needs of the department. The agreement will provide for the same program services as was offered in the lease and funding was previously approved in the FY 21/22 budget.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved an agreement with Lenslock, Inc. in the amount of $478,065 for body worn camera equipment and online services; and approved an additional appropriation of $370,250 from the General Fund's unassigned fund balance.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Tejeda announced he intended to bring to a future agenda, consideration and review of the City Treasurer's compensation.

Council Member Davis and City Manager Duggan toured the City's affordable senior housing options with Bruce Laycook.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:39 P.M. The next regular meeting of the City of Redlands City Council will be held on April 19, 2022.

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

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of March 1, 2022, were unanimously approved.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:40 P.M. The next regular meeting of the Agency will be held on May 3, 2022.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on April 6, 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; Dan McHugh, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Public Employee Appointment- Government Code §54957 (Mayor Barich and Mayor Pro Tem Tejeda)

Title: City Attorney

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 7:48 P.M.

CLOSED SESSION REPORT

City Manager Duggan announced that during closed session, the City Council unanimously selected a candidate for the position of City Attorney, and directed staff to move forward with the hiring process, including the development of an employment agreement to be brought to a future City Council meeting during open session.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:50 P.M.

"A City That Works"

City Council Meeting **I. 2.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 22, 2022, as Earth Day (Mayor Barich)

MOTION:

I move to authorize the issuance of a Proclamation declaring April 22, 2022, as Earth Day.

Attachments

Earth Day Proclamation

PROCLAMATION

Earth Day

WHEREAS, the global community now faces extraordinary challenges, such as rising temperatures, global health issues, food and water shortages, rising sea levels, and economic struggles; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action on a local level to combat the aforementioned global challenges; and

WHEREAS, the City of Redlands is committed to the sustainability of our community; and

WHEREAS, groups in Redlands are working to assist residents and businesses to achieve greater climate resiliency through educational programs, public policy, and grassroots action.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Redlands does hereby proclaim April 22, 2022 as *Earth Day* in the City of Redlands and encourages residents, businesses, and institutions to participate in ways to protect natural resources in the city of Redlands.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April, 2022.

_____

Paul T. Barich, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **I. 3.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for appointments to the Human Relations Commission (Mayor Pro Tem Tejeda, Council Member Guzman-Lowery, and Council Member Gallagher)

MOTION:

I move to appoint Roy George, Julie Houston, and Annaguey Aranda to each serve four-year terms on the Human Relations Commission ending April 19, 2026.

RECOMMENDATION:

In accordance with the Redlands Municipal Code Section 2.66.020, nominations to this Commission are made on a rotational basis by members of the City Council. Because there are three vacancies, three council members have made recommendations to City Council to appoint the individuals listed below to serve four-year terms on the Human Relations Commission.

Recommendation	By:
Roy George	Mayor Pro Tem Tejeda
Julie Houston	Council Member Guzman-Lowery
Annaguey Aranda	Council Member Gallagher

DISCUSSION:

Three vacant seats exist on the Human Relations Commission due to the recent term expiration of Commissioner Jay Patel, and resignations of Commissioners Janelle Guerrero, and DC Lozano.

A public notice requesting interested residents to submit an application for the Human Relations Commission was issued in March of this year. In addition, the public notice was concurrently aired on Redlands TV and posted at the

community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. The City received one application from residents interested in serving on this commission, and had seven from a previous posting.

The Human Relations Commission consists of nine members as follows:

- Gretchen Andrews
- Stephanie Miranda
- Shaheen Zakaria
- Kenneth Ford
- Gail Howard
- Vacant
- Vacant
- Vacant
- Varun Srivastava (Student)

ALTERNATIVES:

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

SUBMITTED BY:

Jennifer Macias, Management Analyst

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

Human Relations Commission-Public Notice

Human Resources Commission-Applications

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

PUBLIC NOTICE

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

HUMAN RELATIONS COMMISSION

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

The Human Relations Commission meets on the second Monday of odd-numbered months at 5:45 p.m.

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

Deadline for filing application is March 16, 2022.

Jennifer Macias, Management Analyst
City Manager's Office
City of Redlands

03/02/2022

\boards



CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Julie Houston

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Clinical Therapist/ Associate Clinical Social Worker

Reasons for desiring to serve – relevant experience and qualifications:

As a social worker, I live by a code of ethics that values service, social justice, the dignity and worth of a person, social justice, importance of human relationships, integrity, and competence. I've worked in public social service for seven years for both San Bernardino and Riverside County and believe that promoting good will and providing exemplary service is paramount when working in a government body. As a Redlands resident for the past nine years, I've witnessed how complex and diverse our city is and would like to do my part and continue to promote good human relations.

Signature Julie Houston Digitally signed by Julie Houston Date: 2022.02.21 20:08:40 -08'00' **Date** 2/21/2022

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

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

(1) Henry Houston

_____

_____

Telephone _____

(2) Katie Egan

_____

_____

Telephone _____

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

Address verified ✓

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Vanessa Annaguey Aranda

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Teacher

Reasons for desiring to serve – relevant experience and qualifications:

Redlands is known for many wonderful features, and I would like to collaborate with others in helping our city become a more unified community that is known for valuing representation, equity, inclusion, and positive outreach. I have a lifelong commitment to these important issues, since I was a student at Redlands High School (first ASB Student Relations Commissioner, "Diversity" column as *Hobachi* editor, "Color of America" mural as MEChA member) to an Ethnic Studies/Sociology double-major at UC Riverside, to a social justice based Masters in Education, and teaching credential at Claremont Graduate University. I have taught for 18 years locally (San Bernardino, Yucaipa, Redlands; within RUSD at CVHS, REVHS, Redlands Adult School, and next year OHS), ranging from Advanced Placement classes to all levels of English learners. As a teacher at YHS, I helped create the Leadership Diversity Council, Latino Cultural Club and volunteer-operated no-cost clothing boutique for students. Within RUSD, I helped pioneer the district-wide Telepresence journalism and bilingual journalism program and Wildcats/Students for Change, as well as helped write the model Ethnic Studies curriculum and participated in the Equity cohort in collaboration with the U of R's Inland Empire Educators for Social Justice. I wrote social justice curriculum focused on civil liberties and Asian American representation for the Fred Korematsu Institute, as one of 12 educators selected to work with Karen Korematsu (CA Education ambassador) at UC Berkeley. As a Redlands community member, I was a Girl Scout troop leader for 7 years, participated in local Black Lives Matter events, and recently volunteered with #spreadpaintnothate through Music Changing Lives. In my experiences, the most positive change is created through team work, and I look forward to this new potential opportunity to work with others in helping strengthen and unify our community for all who live in and visit our beautiful city.

Signature Vanessa Aranda (electronic signature 6/24/21) Date June 24, 2021

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

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

(1) Duan Kellum _____

_____

_____

Telephone _____

(2) Jana Bailey _____

_____

_____

Telephone _____

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

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Committee/commission.

Name Roy George

Address _____ City Redlands

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Mortgage Loan Officer

Reasons for desiring to serve – relevant experience and qualifications:

I find time to do community service all the time
Curently I am a Redlands Police Citizen volunteer
Member of the Redlands Rotary and Knights of
Columbus service organizations.
Pereviously, I was a member of the City Street Committee

Signature Roy **Date** 6/25/2021

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

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

(1) Shobha George

(2) Mike Roseman

Telephone _____

Telephone _____

Return Application to: **Office of the City Council, C/O City Manager's Office, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by Fax to 909-798-7503**

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Marilyn Jeane Trombetta

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Retired Senior Staff Analyst with SBCounty

Reasons for desiring to serve – relevant experience and qualifications:

Grand Juror for San Bernardino County for 2 terms.

Analytical ability to address multi-displinary responsibilities i.e. contracts, budgets and policies

Experience in mediation, human resourses and human services

Wrote and received grants up to $700,000 for San Bernardino County

President of HOA for 15 plus years -

Signature Marilyn Jeane Trombetta **Date** 6/24/2021

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

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

(1) Mia M Sullivan

_____

_____

Telephone _____

(2) Judge Charlie Umeda

_____

_____

Telephone _____

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

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

✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Commision

Name Kimberly Hillyer

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Neonatal Nurse Practitioner

Reasons for desiring to serve – relevant experience and qualifications:

Redlands, I desire to serve you because I believe that this commission is vital in strengthening and bringing hope back to a community that like our country was shaken by all the events of 2020. As a mother of two, I have a vested interest in the counties that I was raised in. As a healthcare worker, I know the critical work that members on committees like this do. I have taught at a graduate level, participated in many committes at Loma Linda University Health and the school of Nursing. I have been an active PTA leader at Crafton,

Signature Kimberly Hillyer **Date** 5/4/2021

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

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

(1) Toby Richards

(2) Sherry Nolfe

Telephone _____

Telephone _____

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

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

5/4/2021 verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Mario Vasquez

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Labor Union Staff Worker

Reasons for desiring to serve – relevant experience and qualifications:

I am active in community organizing throughout the region. The goal is always in tune with what the City hopes to acheive with the Human communities. Moreover, I recently ended a term as a member of the San Bernardino Countywide Oversight Board, which demonstrates my ability to serve the public first and foremost..

Signature Mario Vasquez **Date** 5/3/21

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

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

(1) Rich Smith

_____

_____

Telephone _____

(2) Teresa Conrow

_____

_____

Telephone _____

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

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

5/4/2021 Verified m

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations

Name James Held

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation STRP/Child Therapy

Reasons for desiring to serve – relevant experience and qualifications:

In my employment, I have represented minorities and helped coach the youth and parents. Underserved communities are no strangers. I am also the first openly gay man in the family and help LGBT youth

Signature James Held **Date** 4/29/21

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

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

(1) Darlene Held (2) Cheryl Graybill

Telephone _____ Telephone _____

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

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

5/3/21 verified 30

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Human Relations Commision

Name Claudia Ruiz

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation self employed

Reasons for desiring to serve – relevant experience and qualifications:

Redlands has been my home for the last 23 years. Being an immigrant, working as a professional for the largest employer in Redlands gave me valuable insights of our community.

Previous human resources and general management working experience gives experience on change management and education. . Previous human resources and general management working experience gives experience on change management and educatior

I would like to contribute my experience and knowledge to educating and bringing people together to expand their understanding of our differences so we all respect our different views and perspectives.

t is fundamental for the success of a thriving community enriched by different cultures to be able to interact and learn from each other, rather than isolate

These past years have been very divisive, so I feel this is important work. It is my intention to get involved in the community with an active role. This is a good opportunity in which I can be of service.

Signature Claudia Ruiz **Date** April 29, 2021

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

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

(1) Jo Lynn Lambert

(2) Mary Ingram

Telephone _____

Telephone _____

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

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

Claudia Ruiz – Human Relations Commission Application "Reasons for desiring to serve" narrative:

Redlands has been my home for the last 23 years. Being an immigrant, working as a professional for the largest employer in Redlands gave me valuable insights of our community. Previous human resources and general management working experience gives experience on change management and education. . Previous human resources and general management working experience gives experience on change management and education. Spanish is my native language and I am fluent in English and French. I would like to contribute my experience and knowledge to educating and bringing people together to expand their understanding of our differences so we all respect our different views and perspectives. t is fundamental for the success of a thriving community enriched by different cultures to be able to interact and learn from each other, rather than isolate. These past years have been very divisive, so I feel this is important work. It is my intention to get involved in the community with an active role. This is a good opportunity in which I can be of service.



"A City That Works"

City Council Meeting **I. 4.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8326 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 approve Resolution No. 8326.

DISCUSSION:

On April 5, the City Council adopted Resolution No. 8316 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 May 5, 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. 8326, the City Council is reaffirming its findings and compliance to AB 361 for an additional 30 days ending May 20, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8326 Teleconference Meeting

RESOLUTION NO. 8326

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 as a result of 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 as a result of 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) May 20, 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 19th day of April, 2022.

_____

ATTEST: Paul T. Barich, Mayor

_____

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **I. 5.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8320 Delegating the Authority to Render Determinations Relating to Disability Retirement Applications (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve Resolution No. 8320.

RECOMMENDATION:

Staff recommends approval of Resolution No. 8320 delegating the authority to render determinations relating to disability retirement applications to the City Manager and his/her authorized designees.

DISCUSSION:

As a contracting agency with CalPERS, the City of Redlands provides to its safety employees the right to receive disability retirement status, provided that the employee is found to be eligible for such according to criteria established by CalPERS. In reviewing each application received from employees seeking eligibility for disability retirement, the City is required to determine whether an employee is a safety member and is disabled under the Public Employees Retirement Law and whether such disability is industrial. Under Section 21173 of the Government Code, the City Council may delegate this authority. Currently, this authority has been designated to the City Manager or his or her specific designees of Management Services Director and Assistant Director, Human Resources/Risk Management. Due to organizational changes, it is necessary to revise this resolution to identify specific designees of Assistant City Manager and Assistant Director, Human Resources/Risk Management. Additionally, the authority to make disability application is being revised to

include specific designees of Assistant City Manager and Assistant Director, Human Resources/Risk Management. This change will reduce delays and enhance efficiency in processing disability retirement benefits for eligible employees.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:
There is no direct fiscal impact associated with approval of Resolution No. 8320.

Attachments

Resolution No. 8320

RESOLUTION NO. 8320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DELEGATING THE AUTHORITY TO RENDER DETERMINATIONS RELATING TO DISABILITY RETIREMENT APPLICATIONS TO THE REDLANDS CITY MANAGER AND HIS OR HER AUTHORIZED DESIGNEES (ASSISTANT CITY MANAGER AND ASSISTANT DIRECTOR, HUMAN RESOURCES/RISK MANAGEMENT) AND RESCINDING RESOLUTION NO. 7885

WHEREAS, the City of Redlands (herein referred to as the "City") is a contracting agency of the Public Employees' Retirement System; and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency, in employment in which he or she is classified as a local safety member, is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, the City Council of the City has determined that is may delegate its authority under Section 21173 of the Government Code to make such determinations to the incumbent of the position of City Manager, and his or her designees, specifically the Assistant City Manager and the Assistant Director of Human Resources/Risk Management;

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

Section 1. That it does hereby delegate, to the incumbent of the position of the City Manager, and his or her authorized designees, specifically the Assistant City Manager and the Assistant Director of Human Resources/Risk Management, the authority to make determinations under Section 21152(c) of the Government Code, on behalf of the City, of disability and whether such disability is industrial, and to certify such determinations and all other necessary information to the Public Employee's Retirement System.

Section 2. That the incumbent City Manager, and his or her authorized designees, specifically the Assistant City Manager and the Assistant Director of Human Resources/Risk Management, is authorized to make applications on behalf of the City for disability retirement of all employees, and to initiate requests for reinstatement of such employees who are retired for disability.

Section 3. That City of Redlands Resolution No. 7885 establishing disability retirement application procedures is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

ATTEST: _____
Paul T. Barich, Mayor

_____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **I. 6.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and General Release - Steve Unland; San Bernardino County Superior Court Case No. CIVDS1928349 (City Attorney McHugh)

DISCUSSION:

Attached is a copy of the "Agreement of Settlement and General Release," which reflects the terms and conditions for settlement of the above mentioned litigation as authorized by the City Council. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City. The litigation involved a former probationary employee claiming whistleblower retaliation and wrongful termination.

SUBMITTED BY:
Jimmy Nguyen, Administrative Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

Attachments

Settlement Agreement and General Release

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into this 1st day of March, 2022, by and between Steve Unland, an individual ("Unland") and Defendant City of Redlands ("City"). Unland and City are sometimes individually referred to herein as a Party and, together, as the "Parties."

RECITALS

WHEREAS, on or around July 9, 2018, Unland commenced employment with City ("Employment"); and

WHEREAS, on or about January 18, 2019, Unland's Employment with City ended ("Employment End Date"); and

WHEREAS, subsequently, Unland asserted that City's termination of Unland's Employment was unlawful (the "Claims"); and

WHEREAS, on or about September 20, 2019, Unland filed a Complaint with the Superior Court of the County of San Bernardino against City (the "Lawsuit"); and

WHEREAS, on or about February 11, 2020, City filed an Answer to Unland's Complaint. Therein, City denied generally and specifically each and every allegation of the Complaint, denied it is liable to Unland in any amount, and denied that Unland has sustained damages by reason of any act or omission of City; and

WHEREAS, the Parties, on behalf of themselves and their current and former employees, agents, officers, City's council members, representatives, assigns, successors-in-interest, heirs, counsels, and insurers now desire to resolve and settle all claims, counter-claims, and dispute arising from or involving the Employment, Claims, and/or Lawsuit; and

WHEREAS, the Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. City has denied and continues to deny any wrongdoing in connection with the Employment, Claims, and/or Lawsuit. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute an admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by and of the Parties of any claim or allegations made in any claim against such party. This Agreement is entered into, in substantial part, to avoid the fees and expenses associated with any potential litigation over the Employment, Claims, and/or Lawsuit. The Parties agree that this Agreement shall be inadmissible as evidence of liability or damages in any forum or proceeding;

AGREEMENT

1. The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this Agreement.

2. In consideration of this Agreement and the promises set forth herein, City shall pay Unland the total sum of Twenty Seven Thousand Nine Hundred Dollars ($27,900.00) ("Settlement

Amount") by way of a check made payable to: Levine & Blit LLP Client Trust Account. Payment shall be mailed within twenty-one (21) calendar days of Unland's delivery to City's counsel of a fully executed counterpart of this Agreement by Unland. Payment shall be sent via overnight mail to Unland's counsel's address as listed in the Notice provision below.

3. Unland acknowledges and agrees that an IRS form 1099 reflecting receipt of the payment set forth in paragraph 2 above will be issued to Unland's counsel and, as an express condition precedent to payment of the amounts set forth in paragraph 2 above, Unland's counsel shall provide City's counsel with an executed IRS form W-9 concurrent with its delivery to City of this Agreement, as executed by Unland.

4. City makes no representations or warranties as to any tax consequences associated with this settlement or the payment of funds as set forth in paragraph 2 above. No state or federal income tax payments or other employee salary deductions will be withheld from the payments and the Parties agree that the determination of tax consequences of this settlement is the sole responsibility of Unland. Unland agrees that Unland is responsible for any taxes or other withholdings due to the federal government or any state or local government entity as a result of the payment of the amounts set forth in paragraph 2 above and agrees to defend, indemnify, and hold City harmless from and against any and all related liability.

5. Other than as referenced in paragraph 2, the Parties shall bear their own respective counsels' fees, expenses, and costs incurred in connection with all disputes arising out of, relating to, or connected with the Employment, Claims, and/or the Lawsuit, and the negotiation and preparation of this Agreement.

6. Within five (5) calendar days of Unland's receipt of the Settlement Amount, Unland shall cause Unland's counsel to file with the Court a dismissal of the entire Lawsuit, with prejudice ("Dismissal"). Unland's counsel shall notify City's counsel of the filing of the Dismissal within two (2) calendar days thereafter, and provide City's counsel with a conformed copy of the Dismissal when it becomes available.

7. Unland shall not initiate, or proceed with, any actions, causes of action, or claims that could be, or have been, asserted against City arising out of the Employment, Claims, and/or Lawsuit. To the extent that any such actions, causes of action, or claims are, or become, pending in any forum, Plaintiff agrees to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice and forthwith.

8. Unland, on behalf of Unland and Unland's representatives, executors, spouse, heirs, assigns, and successors-in-interest, hereby releases and forever discharges City and its current and former agents, officers, City's council members, employees, representatives, assigns, successors-in-interest, counsels and insurers from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs, and counsels' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding the matters alleged in, arising from, or related to the Employment and/or Claims.

9. City, on behalf of itself and its current and former agents, officers, City's council members, employees, representatives, assigns, successors-in-interest, counsels and insurers hereby releases and forever discharges Unland and Unland's counsel, agents, executors, heirs, assigns, and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs, and counsels' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding the matters alleged in, arising from, or related to the Employment and/or Claims.

10. It is the intention of the Parties hereto that the releases entered into by them as a part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, counsels' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected. In furtherance of this intention, the Parties hereby expressly waive any and all rights or benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

11. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands, and causes of action hereinabove specified. The Parties specifically agree to assume the risk of the subsequent discovery or understanding of any matter, fact, or law which if now known or understood would in any respect have affected this agreement.

12. Unland represents that Unland is over the age of 40. Further, Unland acknowledges Unland's waiver and release hereunder of any rights Unland may have under the Age Discrimination in Employment Act ("ADEA") is knowing and voluntary and that the consideration given for Unland's waiver and release in this Agreement is in addition to anything of value to which Unland was already entitled. Unland further acknowledges that Unland has been advised by this writing as required by the Older Workers Benefit Protection Act, that: (a) Unland's waiver and release of rights in this Agreement does not apply to any rights or claims that may arise after this Agreement is executed; (b) Unland should consult with an attorney prior to executing this Agreement; (c) Unland has had at least forty-five (45) calendar days from the date Unland first receives this Agreement to obtain the advice of counsel from the legal representative or Unland's choice and to decide whether to sign it (although Unland may, by Unland's own choice, execute this Agreement earlier), and any negotiated revisions to the document after that date do not re-start this period; (d) Unland understands that for seven (7) calendar days after Unland signs this Agreement, Unland has the right to revoke it ("revocation period"); and (e) the Agreement shall not become effective and enforceable until the date upon which the revocation period has expired, which shall be the eighth day after the Agreement is executed by Unland. If Unland chooses to

revoke, notice must be sent to and received by City's counsel by no later than the time frame referenced above. (Seven (7) calendar days after Unland signs the Agreement.)

Unland understands and agrees that Unland will be entitled to the consideration provided by this Agreement only if Unland does not revoke Unland's signature on this Agreement.

Unland's Initials: _____

13. Each Party is aware that such Party may hereafter discover claims or facts in addition to or different from those that the Party now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of each Party to fully, finally, and forever settle and release all such matters, and all Claims related to those matters.

14. Nothing in this Agreement shall be construed to prohibit Unland from filing a complaint or charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"), or comparable state or local agency, or to limit Unland's right to testify, assist, or participate in any investigation, hearing, or proceeding conducted by the EEOC, or a comparable state or local agency. Notwithstanding the foregoing, Unland waives Unland's right to recover monetary damages in any charge, complaint, or lawsuit filed by Unland or anyone else on Unland's behalf for any Claims released herein

15. The Parties represent and warrant that they fully understand each of the terms of this Agreement and their consequences, and that they have sought the advice of counsel prior to executing this Agreement.

16. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, counsels, representatives, executors, heirs, assigns, successors-in-interest, trusts, partnerships, and joint ventures.

17. Each person executing this Agreement does hereby personally represent and warrant to the other signatory that such person has the authority necessary to execute this Agreement, and that no other consents or approvals of anyone are required or necessary for this Agreement to be binding on the Parties.

18. Any notice, request, or communication required to be given to either Party under this Agreement shall be given in writing and shall be sent by overnight mail, email, or other traceable form of delivery to the addresses below:

To City:
City Attorney
City of Redlands
P.O. Box 3005
Redlands, California, 92373

To Unland:
Ted Lippincott
Levine & Blit LLP
6300 Wilshire Boulevard, Ste. 945
Los Angeles, California 90048 | (310) 281-0100
tlippincott@levineblit.com

19. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

20. The Parties acknowledge that they have relied wholly upon their own individual judgment, belief, and knowledge of the existence, nature, and extent of each claim, demand, or cause of action that either Party may have against the other Party which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand, or cause of action made by the other Party.

21. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

22. Should any term of this Agreement be deemed unlawful, that provision shall be severed, and that remaining terms shall continue to be valid and fully enforceable.

23. This Agreement cannot be modified except by written document signed by both Parties.

24. The Parties expressly acknowledge and agree that this Agreement constitutes a single, integrated written agreement expressing the intentions of the Parties concerning the claims arising out of or relating to the Employment and the Claims. There is no other agreement, written or oral, express or implied, between the Parties with respect to such claims.

25. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

26. This Agreement may be executed by signature of each of the Parties, or the Party's authorized representative, on multiple copies of this Agreement, e.g.,, a counterpart, including copies transmitted by electronic mail or facsimile machine, and upon being so executed by all Parties, shall be effective as if all signatures appeared on the original of this Agreement.

CITY OF REDLANDS

Paul T. Barich, Mayor

STEVE UNLAND

Steve Unland

Approved as to form and substance

Thomas M. O'Connell,
Best Best & Krieger, LLP

Approved as to form and substance

Ted Lippincott,
Levine & Blit LLP

ATTEST;

Jeanne Donaldson, City Clerk

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"A City That Works"

City Council Meeting **I. 7.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Receive the 2021 Housing Element Annual Progress Report as prepared and submitted to the California Department of Housing and Community Development and the State Office of Planning and Research (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council receive the 2020 Housing Element Annual Progress Report as prepared and submitted to the California Department of Housing and Community Development and the State Office of Planning and Research.

RECOMMENDATION:

Staff recommends that the City Council approve the 2021 Housing Element Annual Progress Report as prepared and submitted to the California Department of Housing and Community Development and the State Office of Planning and Research.

DISCUSSION:

Pursuant to California Government Code Section 65400, local jurisdictions are required to provide an Annual Housing Element Progress Report to the California Department of Housing and Community Development (HCD) and to the Governor's Office of Planning and Research (OPR) by April 1st of each year. The reporting period covers the implementation status of the city's Housing Element programs for the prior calendar year (2021). Staff completed the 2021 Housing Element Annual Progress Report, and submitted it to HCD and OPR as required by the law.

The Annual Progress Report includes information on the City's progress in meeting its Regional Housing Needs Allocation (RHNA) target for the planning period of 2014-2021. The City of Redlands had been allocated 2,429 new housing units as its fair share of the total number of units (412,137) needed to meet the forecasted population growth in the Southern California Council of Governments (SCAG) region. The allocation of units were distributed across five income categories, as summarized in the table below.

Summary of Allocated Housing Units (2014-2021), by Income Category

Income Category	*New Units Needed for 2014-2021*
Very low (0% - 50% of area median income)	579
Other low (51% - 80% of area median income)	396
Moderate (81% - 120% of area median income)	453
Above Moderate (over 120% of area median income)	1,001
TOTAL UNITS	2,429

As of the date of this report, the City of Redlands has reported 12 Very Low income units, 30 Low income units, 14 Moderate income units, and 857 Above Moderate income units that were issued permits for this 2014-2021 Housing Element planning cycle thus far.

This means that the City has not achieved the goals for the numbers of Very Low income units by 567 units, Low income units by 366 units, Moderate income units by 439 units, and Above Moderate income units by 144 units. Private property owners and developers are responsible for proposing housing development projects including the types of housing units and levels of affordability. It is important to note that the 2014-2021 Housing Element (5th Cycle) concluded at the end of 2021, and therefore, this is the final reporting year for the 5th Cycle Housing Element.

HCD requires that standardized Annual Progress Report forms be completed and submitted by local jurisdictions. The following is a summary of the City's completed forms for 2021 (included with this staff report as an attachment).

- Table A includes new housing units by income level for which a discretionary application has been submitted and deemed complete during calendar year 2021.

  - A total of 1,346 units are reported in this category (all proposed for the Above Moderate income level).

- Table A2 includes net new housing units by income level that have received an entitlement, a building permit, or a certificate of occupancy during the calendar year.

  - During calendar year 2021, the City issued building permits for 373 new housing units, including 29 Accessory Dwelling Units (ADUs).
  - During calendar year 2021, the City finaled building permits for 40 new housing units, including 5 Accessory Dwelling Units (ADUs).

- Table B summarizes prior permitting activity in the current planning cycle and permitting activity for the 2021 calendar year.

  - 361 units reported in this category, including 2 Very Low income units, 11 Low income units, 9 Moderate income units, and 339 Above Moderate income units.

- Table C includes sites identified or rezoned to accommodate: any shortfall of housing sites from the previous planning period; to meet a shortfall of sites noted in the Housing Element; or to provide additional sites required by law to avoid no net loss under Government Section 65863. If applicable, this data would serve as an addendum to the sites inventory in the adopted Housing Element.

  - The City did not report any additional sites.

- Table D is the report on the status of the 2014-2021 Housing Element's Implementation Program for the 2021 calendar year.
- Table E includes commercial development bonuses approved by the City during the 2021 calendar year.

  - No units reported.

- Table F includes units rehabilitated, preserved, and acquired for alternative adequate sites during the 2021 calendar year.

  - No units reported.

- Table G includes locally-owned lands included in the Housing Element sites inventory that have been sold, leased, or otherwise disposed of during the 2021 calendar year.

  - No sites reported.

- Table H includes all locally-owned or controlled lands declared as Surplus pursuant to Government Code section 54221, or identified as Excess pursuant to Government Code section 50569.

  - The city does not have any land that was declared Surplus or Excess during the reporting year.

- LEAP Reporting

-This table requires jurisdictions that have received the Local Early Action Planning (LEAP) grant from HCD to provide progress update on planning efforts for housing production. The City of Redlands received the LEAP grant for the 6th Cycle Housing Element Update as well as for environmental consulting services for the Transit Villages Specific Plan. The City was awarded the LEAP Grant in the amount of $300,000.00 to pay for consulting services for the Housing Element Update. As of December 2021, the City has expended reimbursable expenses totaling $173,912.56 and the City has submitted a reimbursement request to HCD. However, as of this writing, reimbursement from the State is pending.

ALTERNATIVES:

Not applicable

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Catherine Lin, AICP, Principal Planner

Fiscal Impact

Fiscal Year:	21-22
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

No fiscal impact is associated with the preparation of the 2021 Housing Element Annual Progress Report.

Attachments

Attachment A: 2021 Housing Element Annual Progress Report

Please Start Here

General Information	
Jurisidiction Name	Redlands
Reporting Calendar Year	2021
Contact Information	
First Name	Catherine
Last Name	Lin
Title	Principal Planner
Email	clin@cityofredlands.org
Phone	9097987555
Mailing Address	
Street Address	35 Cajon Street
City	Redlands
Zipcode	92373

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 1_13_2022

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	1316	1316	0	0		
	0293-141-38-0000,0293-132-01-0000	Vacant lot	Tentative Tract Map No. 20402, Zone Change No. 0468	Tentative Tract Map No. 20402, Zone Change No. 0468	SFD	O	5/24/2021							27	27			No	No
	16813205	Vacant lot	Temtatove Tract Map No. 20473, CUP No. 1163	Temtatove Tract Map No. 20473, CUP No. 1163	SFD	O	10/27/2021							98	98			No	No
	0167-171-04-0000, 0167-171-05-0000, 0167-171-06-0000	Vacant lot	GPA No. 143, Zone Change No. 469, Specific Plan No. 40, Tentative Tract Map No. 40490 and 40491, Tentative Parcel Map No. 40469, Commission Review and Approval Nos. 940 and 941.	GPA No. 143, Zone Change No. 469, Specific Plan No. 40, Tentative Tract Map No. 40490 and 40491, Tentative Parcel Map No. 40469, Commission Review and Approval Nos. 940 and 941.	2 to 4	O	12/1/2021							491	491			No	No
	0171-053-01, 0171-053-02, 0171-053-03, 0171-053-04, 0171-053-05, 0171-053-06, 0171-053-06, 0171-251-06, 0171-251-07, 0171-251-08, 0171-251-09, 0171-251-10	100 W. Redlands Blvd	State Street Village		MH	R	6/3/2021							700	700			No	No
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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0
	016903304	715 W SUN AVE		B20-01663	ADU	R									0
	017006115	1328 CLOCK AVE.		B21-00642	ADU	R									0
	017043110	706 SANDY CT		B21-00799	ADU	R									0
	017122308	7 S BUENA VISTA unit 2		B20-02049	ADU	R									0
	017220207	307 BOND ST		B20-01368	ADU	R									0
	017229106	540 S CENTER ST		B21-00730	ADU	R									0
	017314126	452 W PALM AVE		B20-01712	ADU	R									0
	017315114	207 W CYPRESS AVE		B21-00459	ADU	R									0
	017461104	679 CHAUCER CT		B21-02023	ADU	R									0
	017511415	1244 S. CENTER STREET		B20-02085	ADU	O									0
	017542103	1534 EDGEHILL LN		B21-00653	ADU	O									0
	017634115	297 EUCALYPTUS DR, REDLANDS, CA.		B20-01814	ADU	O									0
	030042101	644 MARIPOSA DRIVE		B21-01601	ADU	O									0
	016709104	1640 CAMELLIA AVE.		TRACT 20257 LEGA(	SFD	O									0
	016709104	1630 CAMELLIA LANE		TR 20257 LOT 151	SFD	O									0
	016709108	1643 GOLD MEDAL LANE		TRACT 20257 LEGA(	SFD	O									0
	016709108	1638 GOLD MEDAL LANE		TRACT 20257 LEGA(	SFD	O									0
	016709108	1676 GOLD MEDAL LANE		TRACT 20257 LEGA(	SFD	O									0
	016709108	1668 GOLD MEDAL LANE		TRACT 20257 LEGA(	SFD	O									0
	016709108	1636 CAMELLIA LANE		TRACT 20257 LEGA(	SFD	O									0
	016715123	1511 ORANGE STREET		B20-00573	SFD	O									0
	016747305	1686 MARDI GRAS LN		TRACT 20257 LEGA(	SFD	O									0
	016747323	1663 MARDI GRAS LN		TRACT 20257 LEGA(	SFD	O									0
	016747324	1667 MARDI GRAS LN		TRACT 20257 LEGA(	SFD	O									0
	016747326	1679 MARDI GRAS LN		TRACT 20257 LEGA(	SFD	O									0
	016747327	1687 MARDI GRAS LN		TRACT 20257 LEGA(	SFD	O									0
	016747363	962 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016747364	954 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016747365	946 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016747368	926 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016747369	918 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016747426	949 DAHLIA LN		TRACT 20257 HERIT	SFD	O									0
	016891137	1486 SHANNON AVE		TRACT 20126 LOT 9	SFD	O									0
	016891138	1494 SHANNON AVE		TRACT 20126 LOT 9	SFD	O									0
	016891139	1502 SHANNON AVE		TRACT 20126 LOT 9	SFD	O									0
	016891140	1506 SHANNON AVE		TRACT 20126 LOT 9	SFD	O									0
	016891141	1510 SHANNON AVE		TRACT 20126 LOT 9	SFD	O									0
	016892109	1466 CLAIRE AVE		TR 20126 LOT 9	SFD	O									0
	016892111	1484 CLAIRE AVE		Tr 20126 Lot 11	SFD	O									0
	016892112	1492 CLAIRE AVE		Tr 20126 Lot 12	SFD	O									0
	016892113	1500 CLAIRE AVE		Tr 20126 Lot 13	SFD	O									0
	016892114	1508 CLAIRE AVE		Tr 20126 Lot 14	SFD	O									0
	016892115	1511 CLAIRE AVE		TRACT 20126 LOT 1	SFD	O									0
	016892116	1505 CLAIRE AVE		TRACT 20126 LOT 1	SFD	O									0
	016892117	1499 CLAIRE AVE.		TRACT 20126 LOT 1	SFD	O									0
	016892118	1491 CLAIRE AVE		TRACT 20126 LOT 1	SFD	O									0
	016903501	906 LAWTON STREET		B20-01473	SFD	O									0
	017013228	819 SYLVAN BLVD.		B20-01610	ADU	O									0
	017033201	601 GEORGIA ST		B21-00380	ADU	O									0
	017208114	130 HASTINGS ST		B20-01941	ADU	R									0
	029414172	200 EDGEMONT DR		B19-00584	SFD	O									0
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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			0	2	0	2	0	9	0		13
016903304	715 W SUN AVE							1		02/08/2021	1
017006115	1328 CLOCK AVE.							1		07/27/2021	1
017043110	706 SANDY CT							1		08/23/2021	1
017122308	7 S BUENA VISTA unit 2							1		02/24/2021	1
017220207	307 BOND ST							1		01/13/2021	1
017229106	540 S CENTER ST							1		10/28/2021	1
017314126	452 W PALM AVE							1		08/04/2021	1
017315114	207 W CYPRESS AVE							1		09/29/2021	1
017461104	679 CHAUCER CT							1		12/20/2021	1
017511415	1244 S. CENTER STREET					1				04/27/2021	1
017542103	1534 EDGEHILL LN					1				06/18/2021	1
017634115	297 EUCALYPTUS DR, REDLANDS, CA, 92373			1						03/04/2021	1
030042101	644 MARIPOSA DRIVE			1						09/15/2021	1
016709104	1640 CAMELLIA AVE.										0
016709104	1630 CAMELLIA LANE										0
016709108	1643 GOLD MEDAL LANE										0
016709108	1638 GOLD MEDAL LANE										0
016709108	1676 GOLD MEDAL LANE										0
016709108	1668 GOLD MEDAL LANE										0
016709108	1636 CAMELLIA LANE										0
016715123	1511 ORANGE STREET										0
016747305	1686 MARDI GRAS LN										0
016747323	1663 MARDI GRAS LN										0
016747324	1667 MARDI GRAS LN										0
016747326	1679 MARDI GRAS LN										0
016747327	1687 MARDI GRAS LN										0
016747363	962 DAHLIA LN										0
016747364	954 DAHLIA LN										0
016747365	946 DAHLIA LN										0
016747368	926 DAHLIA LN										0
016747369	918 DAHLIA LN										0
016747426	949 DAHLIA LN										0
016891137	1486 SHANNON AVE										0
016891138	1494 SHANNON AVE										0
016891139	1502 SHANNON AVE										0
016891140	1506 SHANNON AVE										0
016891141	1510 SHANNON AVE										0
016892109	1466 CLAIRE AVE										0
016892111	1484 CLAIRE AVE										0
016892112	1492 CLAIRE AVE										0
016892113	1500 CLAIRE AVE										0
016892114	1508 CLAIRE AVE										0

016892115	1511 CLAIRE AVE										0
016892116	1505 CLAIRE AVE										0
016892117	1499 CLAIRE AVE.										0
016892118	1491 CLAIRE AVE										0
016903501	906 LAWTON STREET										0
017013228	819 SYLVAN BLVD.										0
017033201	601 GEORGIA ST										0
017208114	130 HASTINGS ST										0
029414172	200 EDGEMONT DR										0
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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			0	2	0	1	0	0	35		38
016903304	715 W SUN AVE										0
017006115	1328 CLOCK AVE.										0
017043110	706 SANDY CT										0
017122308	7 S BUENA VISTA unit 2										0
017220207	307 BOND ST										0
017229106	540 S CENTER ST										0
017314126	452 W PALM AVE										0
017315114	207 W CYPRESS AVE										0
017461104	679 CHAUCER CT										0
017511415	1244 S. CENTER STREET										0
017542103	1534 EDGEHILL LN										0
017634115	297 EUCALYPTUS DR, REDLANDS, CA, 92373										0
030042101	644 MARIPOSA DRIVE										0
016709104	1640 CAMELLIA AVE.								1	09/29/2021	1
016709104	1630 CAMELLIA LANE								1	09/29/2021	1
016709108	1643 GOLD MEDAL LANE								1	09/29/2021	1
016709108	1638 GOLD MEDAL LANE								1	09/29/2021	1
016709108	1676 GOLD MEDAL LANE								1	09/29/2021	1
016709108	1668 GOLD MEDAL LANE								1	09/29/2021	1
016709108	1636 CAMELLIA LANE								1	09/29/2021	1
016715123	1511 ORANGE STREET								1	10/20/2021	1
016747305	1686 MARDI GRAS LN								1	11/04/2021	1
016747323	1663 MARDI GRAS LN								1	11/04/2021	1
016747324	1667 MARDI GRAS LN								1	11/04/2021	1
016747326	1679 MARDI GRAS LN								1	11/04/2021	1
016747327	1687 MARDI GRAS LN								1	11/04/2021	1
016747363	962 DAHLIA LN								1	11/04/2021	1
016747364	954 DAHLIA LN								1	11/04/2021	1
016747365	946 DAHLIA LN								1	11/04/2021	1
016747368	926 DAHLIA LN								1	09/29/2021	1
016747369	918 DAHLIA LN								1	09/29/2021	1
016747426	949 DAHLIA LN								1	11/04/2021	1
016891137	1486 SHANNON AVE								1	06/03/2021	1
016891138	1494 SHANNON AVE								1	06/03/2021	1
016891139	1502 SHANNON AVE								1	06/16/2021	1
016891140	1506 SHANNON AVE								1	06/16/2021	1
016891141	1510 SHANNON AVE								1	06/16/2021	1
016892109	1466 CLAIRE AVE								1	10/04/2021	1
016892111	1484 CLAIRE AVE								1	05/03/2021	1
016892112	1492 CLAIRE AVE								1	05/03/2021	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0	0						0		0				
016903304	715 W SUN AVE			N	Y			ADU								
017006115	1328 CLOCK AVE.			N	Y			ADU								
017043110	706 SANDY CT			N	Y			ADU								
017122308	7 S BUENA VISTA unit 2			N	Y			ADU, MARKET RENT								
017220207	307 BOND ST			N	Y			ADU, MARKET RENT								
017229106	540 S CENTER ST			N	Y			ADU, MARKET RENT								
017314126	452 W PALM AVE			N	Y			ADU, MARKET RENT								
017315114	207 W CYPRESS AVE			N	Y			ADU, MARKET RENT								
017461104	679 CHAUCER CT			N	Y			ADU, MARKET RENT								
017511415	1244 S. CENTER STREET			N	Y			ADU, OWNER OCCUPIED								
017542103	1534 EDGEHILL LN			N	Y			ADU, OWNER OCCUPIED								
017634115	297 EUCALYPTUS DR, REDLANDS, CA, 92373			N	Y			ADU, OWNER OCCUPIED								
030042101	644 MARIPOSA DRIVE			N	Y			ADU, OWNER OCCUPIED								
016709104	1640 CAMELLIA AVE			N												
016709104	1630 CAMELLIA LANE			N												
016709108	1643 GOLD MEDAL LANE			N												
016709108	1638 GOLD MEDAL LANE			N												
016709108	1676 GOLD MEDAL LANE			N												
016709108	1668 GOLD MEDAL LANE			N												
016709108	1636 CAMELLIA LANE			N												
016715123	1511 ORANGE STREET			N												
016747305	1686 MARDI GRAS LN			N												
016747323	1663 MARDI GRAS LN			N												
016747324	1667 MARDI GRAS LN			N												
016747326	1679 MARDI GRAS LN			N												
016747327	1687 MARDI GRAS LN			N												
016747363	962 DAHLIA LN			N												
016747364	954 DAHLIA LN			N												
016747365	946 DAHLIA LN			N												
016747368	926 DAHLIA LN			N												
016747369	918 DAHLIA LN			N												
016747426	949 DAHLIA LN			N												
016891137	1486 SHANNON AVE			N												
016891138	1494 SHANNON AVE			N												
016891139	1502 SHANNON AVE			N												
016891140	1506 SHANNON AVE			N												
016891141	1510 SHANNON AVE			N												
016892109	1466 CLAIRE AVE			N												
016892111	1484 CLAIRE AVE			N												
016892112	1492 CLAIRE AVE			N												
016892113	1500 CLAIRE AVE			N												
016892114	1508 CLAIRE AVE			N												
016892115	1511 CLAIRE AVE			N												
016892116	1505 CLAIRE AVE			N												
016892117	1499 CLAIRE AVE.			N												
016892118	1491 CLAIRE AVE			N												
016903501	906 LAWTON STREET			N												
017013228	819 SYLVAN BLVD.			N				ADU, OWNER OCCUPIED								
017033201	601 GEORGIA ST			N				ADU, OWNER OCCUPIED								
017208114	130 HASTINGS ST			N				ADU, MARKET RENT								
029414172	200 EDGEMONT DR			N												

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

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(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		**RHNA Allocation by Income Level**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	579	-	-	-	-	-	-	-	-	-	12	567
	Non-Deed Restricted		-	-	-	-	-	-	1	9	2		
Low	Deed Restricted	396	-	-	-	-	-	-	-	-	-	31	365
	Non-Deed Restricted		-	-	-	-	-	8	10	2	11		
Moderate	Deed Restricted	453	-	-	-	-	-	-	-	-	-	13	440
	Non-Deed Restricted		-	-	2	2	-	-	-	-	9		
Above Moderate		1,001	-	57	68	42	96	61	122	72	339	857	144
Total RHNA		**2,429**											
Total Units			**-**	**57**	**70**	**44**	**96**	**69**	**133**	**83**	**361**	**913**	**1,516**

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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(CCR Title 25 §6202)

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)

Table D
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
7.1-1 Make Zoning Ordinance Changes for Group Homes, Boardinghouses, and Singe Room Occupancy (SRO) Units.	**Evaluate and modify the zoning ordinance.**	**8/1/2014**	**Development Services Department staff is in the process of reevaluating the necessity of this program during the 6th Cycle Housing Element Update.**
7.1-2 Implement Zoning Ordinance to Include Standards for Single Room Occupancy (SRO) Housing within the Downtown Specific Plan Area.	**To provide a valuable source of affordable, low-cost housing.**	**10/1/2020**	**Development Services Department staff is in the process of reevaluating the necessity of this program during the 6th Cycle Housing Element Update.**
7.1-3 Treat Transitional Housing the same as other residential uses in the same zone.	**To continue current practive to treat transitional and supportive housing as any other residential use in the same zone.**	**10/1/2021**	**Development Services Department is initiating an effort to amend the zoning code to address transitional and supportive housing to treat them the same as other residential uses in the same zone.**
7.1-4 Encourage Limited Equity Cooperatives. Retain Exiting Policy of Encouraging Formation of Limited Equity Stock Cooperatives.	**To encourage and support cooperatives in Redlands**	**10/1/2021**	**Ongoing. The City has not received any applications for a Limited Equity Cooperative. If the City receives an application, it will work with the applicant to facilitate creation of a cooperative.**

7.1-5 Maintain Second Unit Dwelling Unit Ordinance.	to maintain the existing ordinance and keep track of the second unit being developed.	10/1/2021	The City is enforcing the states Accessory Dwelling Unit Ordinance while initiating a zoning code amendment to adopt the City's own Accessory Dwelling Ordinance.
7.1-6 Launch Second Dwelling Unit Public Awardness Campaign.	To inform the public about the opportunity to build second units in any residential zone on a parcel with an existing singel family unit.	10/1/2021	The City is enforcing the State's Accessory Dwelling Unit Ordinance while initiating a zoning code amendment to adopt the City's own Accessory Dwelling Ordinance. The public awareness campaign will be included in the public comment/review process of ordinance adoption.
7.1-7 75/25 Ratio.	Maintain as a long-term planning goal, in accordance with Measure U, 75% single family units to 25% multifamily units at General Plan build out.	10/1/2021	Ongoing.
7.2-1 Support Housing Providers.	To support efforts of for-profit and nonprofit housing sponsors in constructing, acquiring, and improving low- and moderate-income housing.	10/15/2021	Ongoing.
7.2-2 Continue Use of Mortgage Revenue Bonds.	Participate in mortgage revenue bond programs undertaken by the County of San Bernardino.	8/1/2014	The County of San Bernardino is currently not pursuing use of mortgage revenue bonds at this time. Sue to historically low interest rates on the open market the program is not competitive.
7.2-3 Determine the feasability of using mortgage credit certificates.	To determine the feasability for a program in Redlands.	8/1/2014	Ongoing.
7.2-4 Participate in the (HUD) HOME Investment Partnership Program for Multi-Family Housing.	To provide funds for new construction, acqusition, or rehabilitation of multi-family housing.	10/1/2021	The City continues to explore all available resources and partnership opportunities.
7.2-5 Promote the use of Low-Income Housing Tax Credits.	To provide assistance in accessing low income housing tax credits and a means of financing low income housing development.	10/1/2021	Ongoing. The City assist developers in applying for low-income housing tax credits when there is an opportunity.
7.2-6 Continue Public Housing and Section 8 Programs.	To develop, maintain, and improve extremely low, very low, and low income housing.	10/1/2021	The City cooperates with the Housing Authority of San Bernardino County (HASBC) in locating suitable sites or existing properties that can be rehabilitated and in obtaining funding to create public housing or Authority owned Section 8 units.
7.2-7 Continue Mobile Home Rent Control.	To limit rent increase in existing parks to no more than the CPI index for that year.	10/1/2021	Ongoing.

7.2-8 Implement Housing Referral and Placement Program.	**To provide those needing housing to a link with those wanting to share their homes or take advantage of the City's "Second Dwelling Unit Ordinance."**	**2/1/2016**	**Delayed due to a lack of staff resources. However, the City is enforcing the State's ADU Ordinance and has been approving ADUs subject to development standards set forth by the State.**
7.2-9 Remove Constraints to Affordable Housing Development in Downtown.	**To no longer require a CUP for housing development in Zones C-3 and C-4 in Downtown.**	**12/1/2014**	**The city was awarded a CalTrans grant to work on the Transit Villages Specific Plan (TVSP) in anticipation of the Metrolink and passenger rail trains coming to three new train stations in the City, including a new station at Downtown Redlands. Once the TVSP is adopted, it will replace Downtown Spacific Plan. Removal of constraints to affordable housing development in Downtown will be analyzed and incorporated into the Specific Plan.**
7.2-10 Transit Oriented Development (TOD).	**To promote TOD in Redlands by providing a 25% housing density/FAR bonus to projects located within 1/2 mile of the proposed transit station.**	**12/1/2015**	**Ongoing. City offers density bonus consistent with the State law. The City is currently developing a Transit Villages Specific Plan to replace the Downtown Specific Plan.**
7.2-11 Assist with Foreclosure Prevention.	**To help Redlands homeowners avoid foreclosure by promoting available assistance programs.**	**10/1/2021**	**Ongoing.**
7.2-12 Lot Consolidation.	**To encourage lot consolidation to promote affordable housing development.**	**10/1/2021**	**Ongoing.**
7.2-13 Incentive for Private Land Assembly.	**To provide an additional incentive beyond that provided by the State-Required Density Bonus.**	**2/1/2015**	**City does not have resources to provide additional incentives.**
7.3-1 Continue to work with non-profit organizations to identify the need for grouop homes and community care facilities for indiveduals unable to live independently.	**To assist in identifying appropriate sites under the City's zoning code.**	**2/1/2015**	**Ongoing. The City has a list of sites that it can provide to service providers.**
7.3-2 Continue the use of federal funding for very low and low income senior and handicapped housing.	**To assist non profit developers to identify programs and provide technical assistance in obtaining funding.**	**10/1/2021**	**Ongoing.**

7.3-3 Encourage Congregate Housing.	To ensure City policies and zoning do not hinder such development.	10/1/2021	Ongoing
7.3-4 Encourage Single-Room Occupancy Housing.	To encourage the maintenance and development of single-room occupancy housing.	10/1/2021	Ongoing
7.3-5 Assist non-profits in providing emergency shelter services and transitional housing.	To provide emergency shelter and transitional housing support.	10/1/2021	As a Participating Jurisdiction (PJ) in the County of San Bernardino's Urban County CDBG program, the City allocated funds to both Inland Temporary Homes and Family Services Association of Redlands for the purposes of preventing homelessness during this reporting period.
7.3-6 Continue to Investigate Participation in the Permanent Housing for the Handicappe, Homeless (PHH) Program.	To consider programs in Redlands.	10/1/2021	City will work with applicants if an application is received. Other outreach efforts have not taken place due to lack of staff resources.
7.3-7 Promote Housing and Services for Persons with Developmental Disabilities	Toinform families within Redlands about housing and services available for persons with developmental disabilities.	2/1/2016	Delayed due to lack of staff resources.
7.3-8 Access and address the housing needs of large families and overcrowded households.	To determine if overcrowding is being under-reported and better assess conflicting information.	8/1/2015	Not completed due to lack of staff resources.
7.4-1 Update the Zoning Ordinance to include standards for Congregate Housing in medum density areas designated on the General Plan Diagram.	To give more emphasis and greater point value to projects that include housing affordable to extremely low, very low, and low-income households.	10/1/2015	Delayed due to lack of staff resources.
7.4-2 Continue giving more points to affordable development in the residential development allocation process.	To provide for more emphasis and greater point value to projects that include housing affordable to extremely low, very low, and low-income households.	10/1/2021	Completed and Ongoing.

7.4-3 Evaluate Development Fees.	**To provide for more emphasis and greater point value to projects that include housing affordable to extremely low, very low, and low-income households.**	**February 2015, Ongoing, Biennial basis.**	**Completed and Ongoing.**
7.4-4 Participate in establishment of building code.	**To help ensure unnecessary costs are not added while criteria are incorporated to assist those with special housing needs.**	**10/1/2021**	**Completed and Ongoing.**
7.4-5 Continue One-Stop Permit Processing.	**To streamline the development process.**	**10/1/2021**	**Improvements/enhancements to the One-Stop Permit Processing are evaluated annually as part of the budget process.**
7.4-6 Maintain Current Planned Residential Development Standards.	**To allow flexible open space and setback standards.**	**10/1/2021**	**Ongoing.**
7.4-7 Continue to allow Mixed-Use Zoning.	**To provide additional incentives to create housing.**	**2/1/2017**	**Ongoing.**
7.4-8 Mitigate Finance Costs for Low-Income Projects.	**To promote programs that reduce costs for low-income projects.**	**10/1/2021**	**Ongoing.**
7.4-9 Maintain a large supply of available sites to maintain competitive land costs.	**To ensure competition amongst landowners to help maintain lower land costs.**	**10/1/2021**	**Ongoing.**
7.4-10 Continue to operate a fast track development process.	**To reduce processing time by being flexible on submittal dates and overlapping processes.**	**10/1/2021**	**Ongoing.**
7.4-11 Evaluate and revise zoning standards.	**To reflect current needs.**	**10/1/2021**	**Ongoing. Several amendments were approved in 2017 and 2018.**
7.4-12 Continue to evaluate the necessity of amending the zoning code to raise the threshold of multi-family dwelling units for establishing the requirements of a conditional use permit.	**To make sure the Conditional Use Permit requirement does not cause a potential impediment to achieving housing goals.**	**2/1/2016**	**The City has evaluated this and has determinded that the CUP requirement has not been an impediment to multi-family development.**

7.4-13 Change Zoning Ordinace to allow for group homes of six or fewer (Zoning Ordinance Change).	To amend the current zoning ordinace to reflect State Law.	2/1/2016	In Process.
7.4-14 Socio-Economic Cost-Benefit Study.	To ensure socio-ecomomic bost-benefit studies are not used as a basis for denying a development project consistent with the General Plan and Zoning Ordinance.	10/1/2021	Ongoing.
7.5-1 Continue Community Development Block Grant (CDBG) Program.	To be able to support a variety of programs supporting low and moderate income households and neighborhoods.	10/1/2021	During this reporting period the City was a Participating Jurisdiction (PJ) in the City of San Bernardino's Urban County CDBG, and ESG Programs in order to continue supporting low and moderate income households and neighborhoods.
7.5-2 Continue adaptive reuse of sigle family homes.	To balance the need for more affordable housing and housing choice with the need to preserve Redlands's traditional appearance and atmosphere.	10/1/2021	Ongoing.
7.5-3 Continue condominium conversion ordinance.	To prohibit condominium conversions unless city zoning and housing code standards are met.	10/1/2021	Ongoing.
7.6-1 Buy out assistance for HUD financed projects.	To help prevent below market rate units threateed with conversions to market rate.	2/1/2016	Ongoing.
7.6-2 Continue to implement regulations to promote mobile homes.	To retain existion mobile home parks and encourage new mobile home parks and subdivisions.	10/1/2021	Ongoing.
7.7-1 Continue Fair Housing Counseling.	To provide landlord-tenent mediation and fair housing counselling.	10/1/2021	The City is a participating jurisdiction (PJ) in the County of San Bernardino's Urban county CDBG, HOME, and ESG programs. Landlord-tenent mediation and fair housing services are available to Redlands residents from Inland Fair Housing and Mediation Board.
7.7-2 Disseminate fair housing information	Public Outreach.	10/1/2021	Fair housing and landlord-tenent mediation resource materials are available at a variety of public counters at the City Hall, as well as at the A.K. Smiley Public Library, Senior and Recreation Centers.
7.8-1 Implement subdivision ordinance.	To continue subdivision map review to be consistent with 2002 ordinance requirements to reduce residential energy use.	10/1/2021	Ongoing.

7.8-2 Encourage land use patterns and densities to facilitate energy efficient public transit systems in new development areas.	**To increase efficiency and pursue alternative energy opportunities.**	**10/1/2021**	**This planning concept was incorporated in the City's recent General Plan update and implementation is in process. One example is the Transit Villages Specific Plan that the City is developing for the land areas surrounding three future train stations in the city.**
7.8-3 Encourage Neighberhood Services Retention and Development.	**To reduce energy consumption and promote neighborhood identity.**	**10/1/2021**	**Ongoing.**
7.8-4 Pursue energy efficien/alternative energy funding.	**To increase efficiancy and pursue alternative energy opportunities.**	**10/1/2021**	**Ongoing. The City participates with the California Enterprise Development Authority (CEDA) and the California Statewide Communities Development Authority (CSCDA) and their affiliated financing partners in offering commercial and residential property owners multiple programs for financing energy upgrades and improvements.**
7.9-1 Augment Density Bonus.	**To consider incentives beyond State Law.**	**8/1/2015**	**Not completed due to lack of staff resources.**
7.9-2 Evaluate allowing residential uses in C-1 neighborhood stores and C-2 neighborhood convenience centers district.	**To allow residential uses as a permitted use subject to a CUP in the C-a and C-2 zones.**	**2/1/2016**	**Delay due to lack of staff resources.**
7.9-3 Explore mixed-use development possibilities for Redlands Metrolink stations.	**To amend the zoning code to add residential uses as a use permitted subject to a CUP in the C-1 and C-2 Zones.**	**2/1/2017**	**In progress as part of the Transit Village Specific Plan project.**
7.9-4 Evaluate initiating a ballot measure to allow carryover of unused building permit allocations from year to year.	**To consider an amendment to Measure N.**	**2/1/2017**	**Not Completed.**
7.9-5 Continue use of the Mills Act.	**To allow for agrements that provide for reduction in property taxes in exchange for continued preservation of a property.**	**October, 2021.**	**Ongoing.**

Jurisdiction	Redlands	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Redlands	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Redlands	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	
Reporting Period	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	12
Moderate	Deed Restricted	0
	Non-Deed Restricted	15
Above Moderate		344
Total Units		**373**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
SFA	0	0	0
SFD	345	31	35
2 to 4	0	0	0
5+	0	313	0
ADU	0	29	5
MH	147	0	0
Total	**492**	**373**	**40**

Housing Applications Summary	
Total Housing Applications Submitted:	4
Number of Proposed Units in All Applications Received:	1,316
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Redlands	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1.1 Project Kick Off Meeting	$5,030.00	$5,030.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
1.2 Housing Element Prep Training	$1,545.00	$1,487.50	Completed	Local General Fund	Reimbursement requests submitted, but not received.
1.3 Project Schedule	$2,920.00	$300.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
1.4 Proj. Mgmt., Coordin. & Quality Control	$16,770.00	$15,084.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
2.1 Eval of 2013-2021 Housing Element	$6,410.00	$4,980.35	Completed	Local General Fund	Reimbursement requests submitted, but not received.
2.2 Needs Assessment	$22,710.00	$13,930.60	Completed	Local General Fund	Reimbursement requests submitted, but not received.
2.3 Housing Sites Analysis & Opp	$29,460.00	$27,941.90	Completed	Local General Fund	Reimbursement requests submitted, but not received.
2.4 Housing Constraints	$16,950.00	$16,306.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
2.5 Housing Goals, Policies & Obj.	$11,670.00	$9,338.50	Completed	Local General Fund	Reimbursement requests submitted, but not received.
3.1 Draft Housing Element	$14,780.00	$14,780.00	In Progress	Local General Fund	Reimbursement requests submitted, but not received.
3.21 Survey	$6,410.00	$5,632.50	Completed	Local General Fund	Reimbursement requests submitted, but not received.
3.22 Stakeholder Inter	$6,960.00	$6,728.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
3.23 Community Workshop	$7,390.00	$7,390.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
3.24 Joint PC/CC Study	$6,440.00	$2,475.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
3.3 HCD Review	$16,400.00	$5,280.00	In Progress	Local General Fund	Reimbursement requests submitted, but not received.
3.4 State Certification	$3,240.00	$0.00	Other (Please Specify in Notes)	Local General Fund	HCD has not yet certified the City's 2021-2029 Housing Element.
4.1 Planning Commission Hearing	$6,030.00	$0.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
4.2 City Council Hearing	$6,030.00	$0.00	Completed	Local General Fund	Reimbursement requests submitted, but not received.
5.1 Define CEQA Scope	$4,400.00	$937.50	Completed	Local General Fund	Reimbursement requests submitted, but not received.
5.2 IS/MND (Estimate)	$32,330.00	$13,772.50	Completed	Local General Fund	Reimbursement requests submitted, but not received.
6.1 Review of Existing Draft ADU	$1,980.00	$1,070.40	Completed	Local General Fund	Reimbursement requests submitted, but not received.
6.2 City Council Hearing	$1,200.00	$0.00	Completed	Local General Fund	Reimbursement requests submitted, but
6.3 Admin Draft ADU Ordinance	$1,460.00	$0.00	Completed	Local General Fund	Reimbursement requests submitted, but
6.4 Public Reivew Draft ADU Ordinance	$1,760.00	$0.00	Completed	Local General Fund	Reimbursement requests submitted, but
6.5 Public Hearings	$1,200.00	$0.00	Other (Please Specify in Notes)	Local General Fund	Depending on HCD's review and certification process, more public hearings may be needed.
7.1 Review and Comment	$5,070.00	$1,610.00	In Progress	Local General Fund	Reimbursement requests submitted, but not received.
7.2 Project Management	$900.00	$0.00	Other (Please Specify in Notes)	Local General Fund	Ongoing task
OCD Reimburseable Expenses	$3,600.00	$1,772.79	In Progress	Local General Fund	
TVSP EIR 7.1 Prepare Final EIR	$18,600.00	$0.00	Other (Please Specify in Notes)	Other	SB2 Task not started yet
TVSP EIR 7.2 Prepare SOC, Findings & Resolutions	$4,620.00	$0.00	Other (Please Specify in Notes)	Other	SB2 Task not started yet
TVSP EIR 7.3 Public Hearings & NOD	$11,050.00	$0.00	Other (Please Specify in Notes)	Other	SB2 Task not started yet
TVSP EIR 8.1 EIR Project Management	$20,000.00	$15,668.52	Other (Please Specify in Notes)	Other	SB2 for TVSP $11,309; GF $4,359.52
TVSP EIR 8.2 Meetings w/Consultants	$4,685.00	$2,396.50	Other (Please Specify in Notes)	Other	SB2 for TVSP $2,396.50

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		492
Total Units		**492**

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	12
Moderate	Deed Restricted	0
	Non-Deed Restricted	15
Above Moderate		344
Total Units		**373**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0

Very Low	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		35
Total Units		**40**

"A City That Works"

City Council Meeting **I. 8.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Independent Contractor Agreement with the Consolidated Fire Agencies Joint Power Authority to provide regional emergency dispatch and information technology services (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Independent Contractor Agreement with Consolidated Fire Agencies Joint Power Authority to provide regional emergency dispatch and information technology services.

RECOMMENDATION:

Staff recommends approval of the Independent Contractor Agreement with Consolidated Fire Agencies Joint Power Authority for technical and operational services provided by Captain Mike McMath.

DISCUSSION:

The Consolidated Fire Agencies ("CONFIRE") Joint Power Authority (JPA) provides regional emergency dispatch and information technology services to the fire departments for the cities of Redlands, Loma Linda, Colton, Rancho Cucamonga, Rialto, Chino, Big Bear, Running Springs, Victorville, and San Bernardino County. The City of Redlands is a member agency of the JPA.

The CONFIRE JPA has used the services of Fire Captain Mike McMath as an Independent Contractor for the last three years to assist with various technical and operational initiatives. Captain McMath has an extensive background in IT and many of the technical public safety programs that serve CONFIRE. Consequently, CONFIRE would like to continue to use Captain McMath's

services and is proposing to enlist him as an "Agency Liaison." As an Agency Liaison, Captain McMath would continue to provide the same services on an as-needed basis, based on his availability.

The proposed contract term will be from July 1, 2022, through June 30, 2023. CONFIRE JPA has agreed to reimburse Captain McMath's hours as a credit to the membership annual contract amount that the City has with CONFIRE JPA. Additionally, if a need arises to terminate the contract due to a staffing shortage, emergency, or other unforeseen event, the City reserves the right to do so.

ALTERNATIVES:

Not approve the Independent Contractor Agreement.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2021-2022

Revenue Generating: N

Appropriation Required Y/N: N

Discussion:

There is no fiscal impact associated with the approval of the CONFIRE Independent Contractor Agreement. The Independent Contractor will provide services on an as needed basis and the City will be reimbursed via a credit (for hours worked) to the annual contract amount that the City of Redlands and CONFIRE JPA have with one another. The credit will be applied quarterly, as CONFIRE invoices the City on a quarterly basis.

Attachments

Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[Technical and Operational Services]

This agreement ("Agreement") is by and between the Consolidated Fire Agencies ("CONFIRE") and City of Redlands ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

RECITALS

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.

2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Business Associate Agreement

2. EFFECTIVE DATE AND TERM

a. This Agreement is effective on 7/1/2022 ("Effective Date").

b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) 6/30/2023.

c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided

employees of CONFIRE and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services described in Exhibit A ("Services").

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached, and incorporated by reference.

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

The "Business Associate Agreement" is set forth in Exhibit E.

9. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:
Consolidated Fire Agencies
Attn: Art Andres, Director
1743 Miro Way
Rialto, CA 92376

To Contractor:
Fire Department, City of Redlands
Attn: Rich Sessler, Fire Chief
35 Cajon St. Suite 12
Redlands, CA 92373

10. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

CONSOLIDATED FIRE AGENCIES	**CITY OF REDLANDS**
Date: _____, 2022	Date: _____, 2022
By: _____	By: _____
Print Name: Art Andres	Print Name: Paul Barich, Mayor
Its: Director	Attest: _____
	Print Name: Jeanne, Donaldson, City Clerk

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Consultant to provide services related to the following actions items and deliverables:

Contractor, as a member agency of CONFIRE and a beneficiary of the services provided by CONFIRE to the Fire Department of Contractor (the "Department") and the persons within the Department's jurisdiction, has a vested interest in assisting CONFIRE with the completion of various technical and operational initiatives. To assist CONFIRE in achieving those various technical and operational initiatives, the Department will temporarily assign a member of its Department to perform technical and operational services for CONFIRE on an as needed basis as directed by CONFIRE (the "Services"). The Services include, by way of illustration and not by limitation, the following:

- Configuration and support for Tablet Command software
- Train MIS staff to support Tablet Command software
- Configuration of Firstwatch F.O.A.M. module
- Configuration of Firstwatch First Pass module
- Migrate FireRMS Zoll Database to Access Database for CONFIRE agencies
- Enhancement of Image Trends ePCR reporting program

The Services shall be performed by the following employee of the Contractor serving in the Department, or by another employee of Contractor serving in the Department with the prior written consent of CONFIRE: Fire Captain Mike McMath (the "Key Personnel"). Contractor shall not remove the Key Personnel from the Services without the prior written consent of CONFIRE, which shall not be unreasonably withheld.

CONFIRE will provide workspace and/or the technical capability to work on-site or remotely on assigned projects.

The Key Personnel shall have no supervision responsibilities within the CONFIRE organization and shall report to the CONFIRE Information Services Manager for assignments and progress reports.

The Key Personnel shall, in performing the Services, operate a vehicle issued by CONFIRE. CONFIRE shall name Contractor and the Key Personnel as additional insureds under its existing insurance for such vehicles.

All hours worked on behalf of CONFIRE would require pre-approval from the CONFIRE MIS Manager and the appropriate representative from Redlands Fire.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

- Captain's Regular Hourly Rate - $42.59
- Captain's Hourly Rate at Time and a Half (OT/Backfill) - $63.89

Not to exceed the sum of $20,000.

B. Payment

Payment shall be made in the form of a credit from CONFIRE to the Contractor (for all undisputed amounts) as a component for the regular quarterly billing issued by CONFIREto the Contractor in its capacity as a member agency of CONFIRE.

The Contractor will invoice CONFIRE in the amount that reflects actual costs incurred to provide the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
   a. **Without Cause by CONFIRE**. CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
   b. **Without Cause by Contractor**. Contractor may not terminate this Agreement without cause.
   c. **With Cause by CONFIRE**. CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
      (1) material violation of this Agreement by the Contractor; or
      (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
      (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

      Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
   d. **With Cause by Contractor**. Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      (1) material violation of this Agreement by CONFIRE; or
      (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
      (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

      Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
   e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
   a. **Generally.** To the furthest extent permitted by

California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

(1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; ***or***

(2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.

c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:

(1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and

(2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, *supra*, of this Exhibit C.

6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.

9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.

10. **DISPUTES**. In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.

11. **COMPLIANCE WITH LAWS**. Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and,

at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

12. **PERMITS/LICENSES**. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **ANTI-DISCRIMINATION**. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
15. **AUDIT**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
16. **EVALUATION OF CONTRACTOR AND SUBORDINATES**. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
    a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
    b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
17. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
19. **ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
20. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would

frustrate the intent and purpose of this Agreement.

21. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
22. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
23. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
24. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
26. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
27. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
28. **AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
29. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
30. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
   1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of CONFIRE from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
   1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
   1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	**$1,000,000**
General Aggregate	**$1,000,000**
Automobile Liability Insurance - Any Auto	
Each Occurrence	**$1,000,000**
General Aggregate	**$1,000,000**
Professional Liability	**$1,000,000**
Workers Compensation	**Statutory Limits**
Employer's Liability	**$1,000,000**

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
   2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
   2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
   2.3. An endorsement stating that CONFIRE and contracting agencies and member agencies of CONFIRE, and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
   2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EXHIBIT E
to AGREEMENT FOR SERVICES

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into by and between City of Redlands ("Business Associate"), a California general law city duly existing under Gov. Code, § 34000 et seq. and the Consolidated Fire Agencies ("Covered Entity"), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq.

Business Associate and Covered Entity may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services ("Services"), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a business associate of a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the "Effective Date" of this BAA.

CONSOLIDATED FIRE AGENCIES	**CITY OF REDLANDS**
Date: _____, 20___	Date: _____, 20___
By: _____	By: _____
Print Name: Art Andres	Print Name: Paul T. Barich, Mayor
Its: Director	ATTEST: _____
	Print Name: Jeanne Donaldson, City Clerk

APPENDIX 1 TO EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

a. **Generally.** Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45

b. C.F.R. Part 160 and 164 ("HIPAA and HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 ("HITECH Act and Regulations"), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and I-IITECH Act and Regulations are collectively referred to herein as "Applicable Law'\

c. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided forby this BAA;

c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at45 CFR 164.410, and any Security Incident of which it becomes aware;

d. In accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive,

e. maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

f. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual's designee, and document and retain the documentation required by 45 CPR 164.5300), as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

h. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

j. Make its internal practices, books, and

k. records available to the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).

b. Business Associate may Use or Disclose Protected Health Information as required by law.

c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that wouldnot be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

a. **Term.** This BAA is effective as of the Effective Date and will continue in force until terminated,

b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.

c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided forin this Section, for as long as Business Associate retains the Protected Health Information;

iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and

v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agreesto notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

b. **Public Access and Ownership of Records.** Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained byCovered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended fromtime to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said

records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

c. **Minimum** Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

g. **Interpretation.** This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.

h. **Governing Law.** This BAA shall be construed in accordance with the laws of the State of California.

i. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.

j. **Severability.** In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA

"A City That Works"

City Council Meeting **I. 9.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the City's Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupation Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Division in an amount not-to-exceed $20,000, and determine approval of this Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that approval of the First Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the First Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions in an amount not-to-exceed $20,000.

RECOMMENDATION:

Staff recommends the City Council approve the First Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions in an amount not-to-exceed $20,000, and determine approval of the First Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Recreation Division offers programs that provide enrichment opportunities for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, active living and promoting healthy attitudes towards fitness. The Recreation Division also facilitates the operation of the Redlands Community Center, Joslyn Senior Center and the rental of a number of indoor and outdoor recreation sites. The Colton-Redlands-Yucaipa Regional Occupation Program (CRY-ROP) accelerates the skill development and education of high school students and adults in the region to prepare them to be career-ready, technically skilled and academically prepared. CRY-ROP offers a broad range of occupational and educational programs, coupled with employment services.

On December 21, 2021, the City Council approved a Memorandum of Understanding (MOU) and Joint Venture Training Agreement for the purpose of a program that provides occupational skills training to eligible program participants at no cost to the City. In addition to the training program, the City and CRY-ROP entered into an MOU for the provision of temporary staffing services for increased program demands within the City's Recreation and Senior Services Divisions. Under this MOU, the City pays CRY-ROP for the program participants provided. The MOU amount for Fiscal Year 2021-22 was in an amount not-to-exceed $10,000 which was based on historical staffing needs of the division. An increase in the number of people participating in the program necessitates a $10,000 increase in the funding provided, bringing the total for the 2021-22 fiscal year to $20,000. These paid participants are instrumental in the increased programs offered by the City. Furthermore, approval of the first amendment to the MOU is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

The City Council may elect to not approve the first amendment to the MOU; however, this will hinder the recreation and senior service division's ability to provide service to the community.

STRATEGIC PLAN:

Priority A-Quality of Life

SUBMITTED BY:
Christ Boatman, Assistant City Manager

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2021-22
Appropriation Required Y/N:	N
Amount:	$10,000.00
Budgeted Y/N:	Y
Account No.:	101309

Discussion:

Extra funding for temporary staffing services in the amount of $10,000 has been included in the Fiscal Year 2021-22 budget as approved by City Council.

Attachments

First Amendment
B. Original MOU

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This first amendment ("First Amendment") to the memorandum of understanding for youth employment support of the City's Community Center/Senior Center programs ("MOU"), dated December 21st, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Colton-Redlands-Yucaipa ROP ("ROP"), is made and entered into this 19th day of April, 2022.

RECITALS

WHEREAS, it is the desire of the City and ROP to amend their existing MOU to extend the time for completion of the services to August 30, 2023; and

WHEREAS, it is the desire of the City and ROP to amend Section 3 of their existing MOU to increase ROP's present total compensation of ten thousand dollars ($10,000) to the amount of twenty thousand dollars ($20,000);

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

AGREEMENT

Section 1. Section 2 of the MOU, titled "Term of MOU," is hereby amended to read as follows:

> "The term of this MOU shall commence on December 21, 2021, and end on August 30, 2023, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice."

Section 2. Section 3 of the MOU, titled "Compensation," is hereby amended to read as follows:

> "The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of twenty thousand dollars ($20,000). The ROP shall submit monthly invoices to the City describing the Services performed during the preceding month. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices."

Section 3. All other provisions of the MOU 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 April 19th, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

COLTON-REDLANDS-YUCAIPA ROP

By: _____
Tracie Zerpoli, Superintendent

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into, by and between, the City of Redlands ("City") and the Colton-Redlands-Yucaipa ROP ("ROP"). The City and the ROP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

AGREEMENT

Section 1. Purpose. The purpose of the MOU is to identify the terms and conditions whereby the ROP will engage the City to define their respective roles and responsibilities with regard to the ROP's youth employment support of the City's Community Center/Senior Center programs (the "Services").

Section 2. Term of MOU. The term of this MOU shall commence on December 21, 2021, and end on June 30, 2022, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice.

Section 3. Compensation. The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of ten thousand dollars ($10,000). The ROP shall submit monthly invoices to the City describing the Services performed during the preceding month. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices.

Section 4. Responsibilities of Parties. At the discretion of the ROP, the City will identify and refer youth for work experience placements under this MOU to support the City's Community Center/Senior Center programming. The ROP will provide work experience hours, authorized and scheduled in collaboration with the City for each work experience placement. The ROP and the City will comply with the Division of Labor Standards of the Department of Industrial Relations' youth employment guidelines.

A. ROP Responsibilities

- Provide training and technical assistance to the City regarding monitoring participant progress;
- Adhere to programmatic timelines;
- Provide initial support and training to principal staff members of the City to ensure successful implementation of the Services;
- Process all purchase orders, transfers or other methods of reimbursements related to expenditures as agreed;

- Provide Workers' Compensation insurance for employment program participants.

B. City Responsibilities

- Provide coordination to successfully place identified program participants in employment to support the City's Community Center/Senior Center programs;
- Provide technical support as necessary for the ROP to realize full use of contracted resources;
- Provide initial support and training to principal staff members of the ROP to ensure successful implementation of the Services;
- Process all purchase orders, transfers or other methods of reimbursement related to expenditures as agreed;

Section 5. Insurance. The City is self-insured for commercial general liability and Workers' Compensation. The following insurance coverage required by this Agreement shall be maintained by the ROP for the duration of its performance of the Services. The ROP shall not perform any Services unless and until the required insurance listed below is obtained by the ROP. The ROP shall provide the 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. Commercial general liability insurance with carriers rated at least A minus by AM Best. 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 the insurance policy shall include a provision requiring thirty (30) days prior written notice to the City of any proposed lowering of coverage limits or cancellation of the policy. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. A certificate of insurance and the corresponding blanket additional insured endorsements shall be delivered to the City prior to commencement of any of the Services.

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

C. The ROP 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 and three million dollars ($3,000,000) in the aggregate.

D. The ROP agrees that the City shall not assume, nor shall assume by this MOU or

otherwise, any liability under any applicable Workers' Compensation law for, by, or on behalf of any student while said students are on the premises of the City performing any Services under the terms of this MOU, and the ROP agrees to indemnify, defend, and hold the City harmless with respect thereto as provided herein. The ROP agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations.

Section 6. Defense and Indemnity. The ROP shall indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and resulting from the negligent acts, errors or omissions, or willful misconduct of the ROP, on account of the injury or death or persons, or loss or damage to equipment or property of the City. The City shall indemnify, defend and hold harmless the ROP, its officers, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and which result from the negligent acts, errors, or omissions of the City, on account of the injury or death or persons, or loss or damage to equipment or property of the ROP. In the event the ROP and the City are found to be comparatively at fault for any claim, action, loss or damage with results from their respective obligations under this MOU, the ROP and/or the City shall indemnify the other to the extent of its comparative fault.

Section 7. Notice. 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 certified, registered or express 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 Clerk	Colton-Redlands-Yucaipa ROP
City of Redlands	Tracie Zeroli, Superintendent
P.O. Box 3005	1214 Indiana Court
Redlands, CA 92373	Redlands, CA 92374
jdonaldson@cityofredlands.org	tracie_zerpoli@cry-rop.org
Fax: (909) 798-7535	Fax: (909) 793-6901
Phone: (909) 798-7531	Phone: (909) 793-3115

Section 8. Entire Agreement. This MOU represents the entire agreement of the Parties with respect to the matters contained herein, and supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to such matters. Each Party to this MOU acknowledges and agrees that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this MOU shall be valid or binding on either Party.

Section 9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law).

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

CITY OF REDLANDS

Paul T. Barich, Mayor

COLTON-REDLANDS-YUCAIPA ROP

Tracie Zeroli, Superintendent

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

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.

COLTON-REDLANDS-YUCAIPA ROP

By: _____ Date: 12/16/21
Tracie Zeroli, Superintendent

"A City That Works"

City Council Meeting **I. 10.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8308 establishing a mid-block crosswalk on Central Avenue between Church Street and Citrus Avenue, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8308.

RECOMMENDATION:
TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On February 23, 2022, the Traffic and Parking Commission voted unanimously to recommend the installation of a mid-block crosswalk on Central Avenue between Church Street and Citrus Avenue.

STAFF RECOMMENDATION

Staff recommends City Council approve Resolution No. 8308 to establish a mid-block crosswalk on Central Avenue between Church Street and Citrus Avenue, and determine this action is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Recently, the Redlands Unified School District asked City staff to install a mid-block crosswalk on Central Avenue between Church Street and Citrus Avenue, which is adjacent to Redlands High School (RHS). Students, parents, and RHS staff frequently cross Central Avenue at this unimproved location to access the RHS campus and parking lot. The closest controlled pedestrian crossing is approximately 600 feet away at the Central Avenue and Church Street intersection.

Currently, there is no pedestrian crosswalk standard within the California Manual of Uniform Traffic Control Devices (CAMUTCD) for streets similar to Central Avenue. However, the CAMUTCD does provide the following engineering and construction recommendations for pedestrian crosswalks within uncontrolled roadways to enhance driver awareness:

- Parking restrictions;
- Pedestrian crossing signs with downward pointing arrows; and
- High-visibility crosswalk marking pattern.

MUED staff performed an engineering study with the CAMUTCD recommendations in mind to evaluate alternatives for improving pedestrian safety, and developed a plan to improve this street crossing. In addition to typical pedestrian crosswalk safety measures, the crosswalk design includes the installation of Rectangular Rapid Flashing Beacon (RRFB) devices to increase driver awareness of pedestrians. Resolution No. 8308 establishes this as a location for a crosswalk, and does not authorize construction of the crosswalk. If City Council approves the resolution, a construction plan set will be developed, construction of the project will be bid, and a construction recommendation will be drafted for City Council consideration. This construction recommendation will include an additional appropriation recommendation if necessary.

Approval of Resolution No. 8308 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no expansion of the existing street.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Chief of Police
Rich Sessler, Interim Fire Chief
Chris Boatman, Assistant City Manager
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of this resolution. Costs related to the construction of the project are estimated to be approximately $39,912 and include equipment, materials, and labor to install the striping, pedestrian flashing beacons, posts and signs on Central Avenue. Redlands Unified School District will contribute $17,456.

Attachments

Attachment A - Resolution No. 8308
Attachment B - Location Map

RESOLUTION NO. 8308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A MIDBLOCK CROSSWALK AT CENTRAL AVENUE BETWEEN CHURCH STREET AND CITRUS AVENUE PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

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

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

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This City Council finds with certainty that there is no possibility the approval of this Resolution may have a significant effect on the environment.

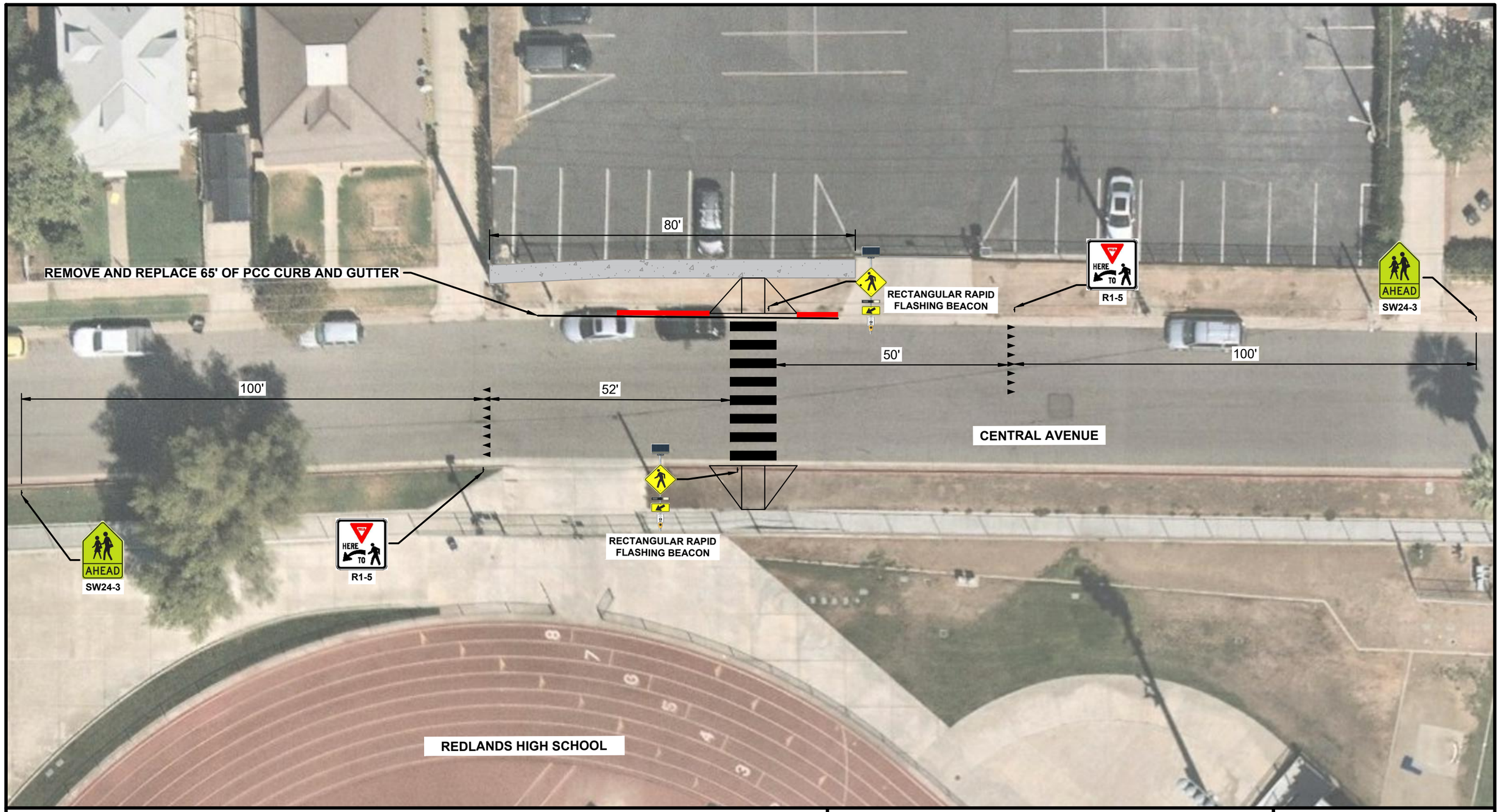
Section 2. Pursuant to Section 10.48.010 of the Redlands Municipal Code, the City Council hereby establishes a midblock crosswalk at Central Avenue between Church Street and Citrus Avenue.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk



LEGEND

- NO PARKING ZONE
- R&R PCC CURB & GUTTER
- YIELD LINE STRIPING
- CURB RAMP
- 24" CONTINENTAL CROSSWALK STRIPING
- CONCRETE SIDEWALK

CITY OF REDLANDS
Municipal Utilities and Engineering Department

CENTRAL AVENUE PROPOSED MIDBLOCK CROSSWALK

EXHIBIT
SCALE 1" = 20'

N
W E
S

SHEET 1 OF 1

"A City That Works"

City Council Meeting **I. 11.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Tract No. 20065 Final Map (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council approve the Tract No. 20065 Final Map.

RECOMMENDATION:

Staff recommends City Council approval of the Tract No. 20065 Final Map.

DISCUSSION:

On May 28, 2019, the Planning Commission recommended City Council adoption and approval of documents related to Tentative Tract No. 20065 (Project) to subdivide a 10.44 acre parcel located on the south side of East Highland Avenue just west of Redlands Street into twenty-nine (29) single-family residential lots and one (1) common lettered lot.

On September 3, 2019, City Council adopted the following:

1. Resolution No. 7998 - Socio-Economic Cost/Benefit Study; and
2. Resolution No. 7999 - Tentative Tract Map No. 20065 Approval.

On September 17, 2019, the City Council approved Ordinance No. 2898 - Zone Change No. 461.

The owner has complied with all conditions of approval for Tentative Tract Map 20065. The Final Map (attached) has been reviewed by staff and the City's contracted Public Land Surveyor. The Subdivision Improvement Agreement and

appropriate financial security (attached), based on the Project engineer's estimated construction costs, will ensure that off-site improvements are installed when the Project development begins.

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

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	N

Discussion:
No fiscal impact is involved with this application.

Attachments

A. Tract Map No. 20065
B. Subdivision Improvement Agreement and Bonds
C. Resolution No. 7998
D. Resolution No.7999
E. Ordinance No. 2898

IN THE CITY OF REDLANDS

TRACT NO.20065

SHEET 1 OF 3 SHEETS

PORTION OF BLOCK 35 OF ADDITION NO. 1, TO THE SECOND PRELIMINARY MAP OF REDLANDS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 4, AND THAT PORTION OF SUB LOT 10, OF LOT 9 AND 10, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, ACCORDING TO MAP OF REDLANDS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 47, RECORDS OF SAID COUNTY.

HICKS & HARTWICK, INC. FEBRUARY 2021 ENGINEERS - SURVEYORS

OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP WITHIN THE HEAVY BORDER LINE, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP.

WE HEREBY DEDICATE TO THE CITY OF REDLANDS AS AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, HIGHLAND AVENUE AND MOORE STREET AS DELINEATED ON THIS MAP.

WE HEREBY GRANT IN FEE SIMPLE TO THE CITY OF REDLANDS LOT 'A' FOR STORM WATER INFILTRATION BASIN AND PUBLIC USE OPEN SPACE.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, THE PRIVATE DRAINAGE EASEMENTS (PDE) AS DELINEATED ON THIS MAP FOR THE USE AND BENEFIT OF THE FUTURE OWNERS OF THE LOTS AFFECTED.

GS REDLANDS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JOONHYUCK PARK

TITLE: MANAGER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF ORANGE

ON Jan 26, 2022, BEFORE ME, Duc Le Notary PE, A NOTARY PUBLIC, PERSONALLY APPEARED, Joonhyuck Park

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 IS TRUE AND CORRECT.

WITNESS MY HAND:

Duc Le

PRINTED NAME

SIGNATURE Duc Le

MY COMMISSION EXPIRES: 06/30/2025

MY COMMISSION NO. #2363524

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED REVISIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF REDLANDS MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

BY: 3-22-22

GOUTAM KUMAR DOBEY, ENGINEERING MANAGER - R.C.E. NO. 75646 DATE

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C 75646 CIVIL STATE OF CALIFORNIA

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

2-8-22

RICHARD S. FURLONG, CONTRACT SURVEYOR - L.S. 8422 DATE

PROFESSIONAL LAND SURVEYOR RICHARD S. FURLONG NO. 8422 STATE OF CALIFORNIA

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $_____.

DATE: _____

ENSEN MASON
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISOR'S OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY OF SAN BERNARDINO ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS/HER ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: _____

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (A)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES BEEN OMITTED AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

BEAR VALLEY MUTUAL WATER COMPANY, THE HOLDER OF AN EASEMENT FOR INGRESS, EGRESS, MAINTENANCE, IMPROVEMENTS OF EXISTING CANAL AND INCIDENTAL PURPOSES AS DISCLOSED BY DOCUMENT RECORDED SEPTEMBER 16, 2014 AS INSTRUMENT NO. 2014-0340844 AND RE-RECORDED JANUARY 29, 2015 AS INSTRUMENT NO. 2015-0034839, BOTH OFFICIAL RECORDS OF SAN BERNARDINO COUNTY. SAID EASEMENT IS DELINEATED HEREON.

SURVEYOR'S STATEMENT

I, MARK S. WHITMER, HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GS REDLANDS LLC IN FEBRUARY 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE (1) YEAR FROM RECORDATION OF THIS TRACT MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 01/24/2022

Mark S Whitmer

MARK S. WHITMER, L.S. NO. 5535

LICENSED LAND SURVEYOR MARK S. WHITMER L.S. No. 5535 STATE OF CALIFORNIA

CITY COUNCIL'S STATEMENT

I HEREBY STATE THAT THE COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON _____ APPROVED THIS MAP AND ACCEPTED THE EASEMENT FOR PUBLIC ROADS AND UTILITY PURPOSES, SUBJECT TO IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, HIGHLAND AVENUE AND MOORE STREET AS DELINEATED ON THIS MAP.

ALSO ACCEPTING IN FEE SIMPLE LOT 'A' FOR STORM WATER INFILTRATION BASIN AND PUBLIC USE OPEN SPACE.

DATE: _____

_____
JEANNE DONALDSON, CITY CLERK, CITY OF REDLANDS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $ _____.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____,
THIS _____ DAY OF _____, 20___, AT _____ M. IN
BOOK _____ OF TRACT MAPS AT PAGES _____
AT THE REQUEST OF _____
IN THE AMOUNT OF $ _____

BOB DUTTON
ASSESSOR-RECORDER
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

IN THE CITY OF REDLANDS

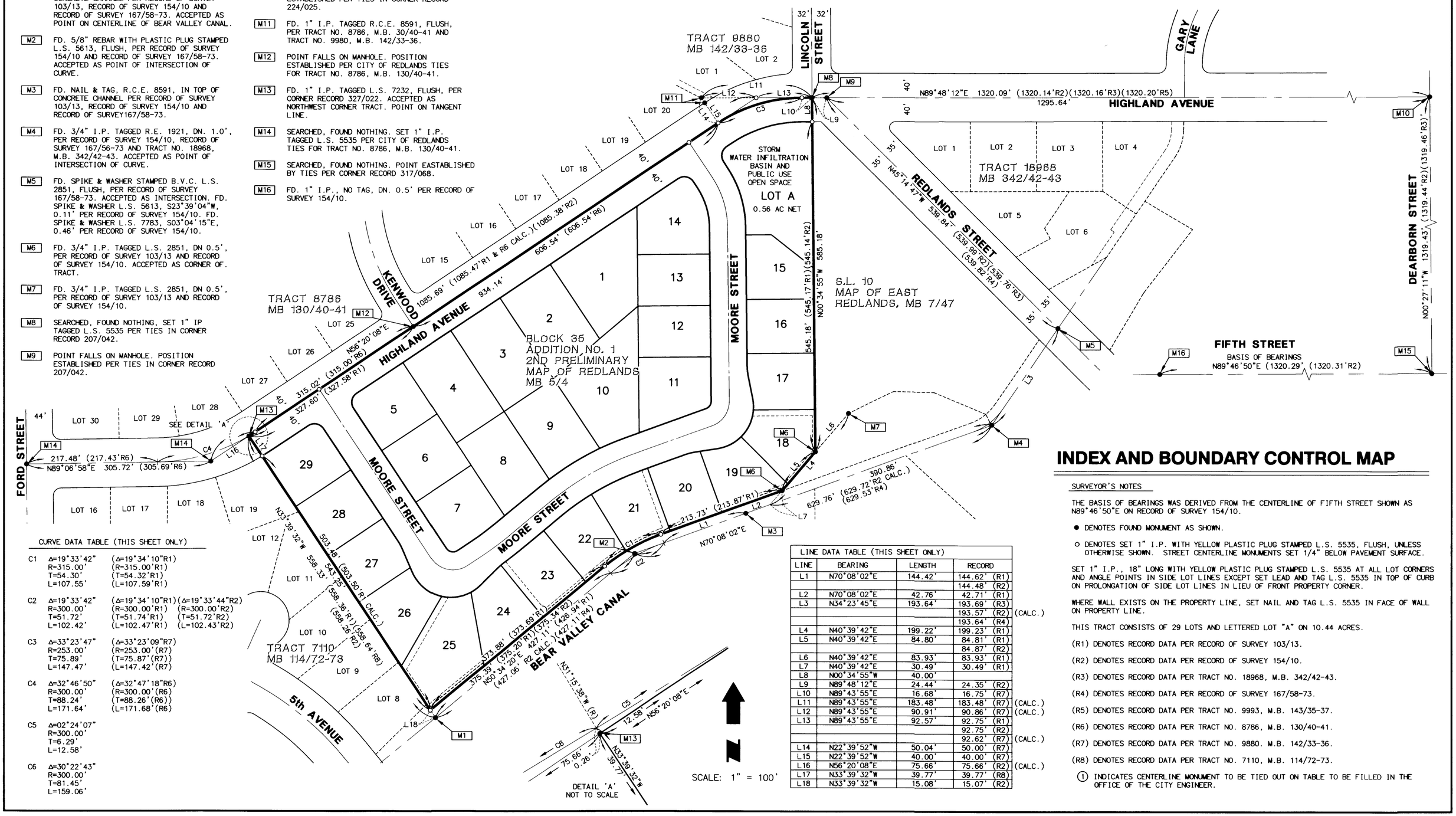
TRACT NO.20065

PORTION OF BLOCK 35 OF ADDITION NO. 1, TO THE SECOND PRELIMINARY MAP OF REDLANDS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 4, AND THAT PORTION OF SUB LOT 10, OF LOT 9 AND 10, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, ACCORDING TO MAP OF REDLANDS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 47, RECORDS OF SAID COUNTY.

HICKS & HARTWICK, INC. FEBRUARY 2021 ENGINEERS - SURVEYORS

FOUND MONUMENT LEGEND (APPLIES TO ALL SHEETS)

- M1 FD. NAIL & TAG, L.S. 2851 ON TOP OF CONCRETE CHANNEL PER RECORD OF SURVEY 103/13, RECORD OF SURVEY 154/10 AND RECORD OF SURVEY 167/58-73. ACCEPTED AS POINT ON CENTERLINE OF BEAR VALLEY CANAL.
- M2 FD. 5/8" REBAR WITH PLASTIC PLUG STAMPED L.S. 5613, FLUSH, PER RECORD OF SURVEY 154/10 AND RECORD OF SURVEY 167/58-73. ACCEPTED AS POINT OF INTERSECTION OF CURVE.
- M3 FD. NAIL & TAG, R.C.E. 8591, IN TOP OF CONCRETE CHANNEL PER RECORD OF SURVEY 103/13, RECORD OF SURVEY 154/10 AND RECORD OF SURVEY167/58-73.
- M4 FD. 3/4" I.P. TAGGED R.E. 1921, DN. 1.0', PER RECORD OF SURVEY 154/10, RECORD OF SURVEY 167/56-73 AND TRACT NO. 18968, M.B. 342/42-43. ACCEPTED AS POINT OF INTERSECTION OF CURVE.
- M5 FD. SPIKE & WASHER STAMPED B.V.C. L.S. 2851, FLUSH, PER RECORD OF SURVEY 167/58-73. ACCEPTED AS INTERSECTION. FD. SPIKE & WASHER L.S. 5613, S23°39'04"W, 0.11' PER RECORD OF SURVEY 154/10. FD. SPIKE & WASHER L.S. 7783, SO3°04'15"E, 0.46' PER RECORD OF SURVEY 154/10.
- M6 FD. 3/4" I.P. TAGGED L.S. 2851, DN 0.5', PER RECORD OF SURVEY 103/13 AND RECORD OF SURVEY 154/10. ACCEPTED AS CORNER OF TRACT.
- M7 FD. 3/4" I.P. TAGGED L.S. 2851, DN 0.5', PER RECORD OF SURVEY 103/13 AND RECORD OF SURVEY 154/10.
- M8 SEARCHED, FOUND NOTHING, SET 1" IP TAGGED L.S. 5535 PER TIES IN CORNER RECORD 207/042.
- M9 POINT FALLS ON MANHOLE. POSITION ESTABLISHED PER TIES IN CORNER RECORD 207/042.
- M10 POINT FALLS ON MANHOLE. POSITION ESTABLISHED PER TIES IN CORNER RECORD 224/025.
- M11 FD. 1" I.P. TAGGED R.C.E. 8591, FLUSH, PER TRACT NO. 8786, M.B. 30/40-41 AND TRACT NO. 9980, M.B. 142/33-36.
- M12 POINT FALLS ON MANHOLE. POSITION ESTABLISHED PER CITY OF REDLANDS TIES FOR TRACT NO. 8786, M.B. 130/40-41.
- M13 FD. 1" I.P. TAGGED L.S. 7232, FLUSH, PER CORNER RECORD 327/022. ACCEPTED AS NORTHWEST CORNER TRACT. POINT ON TANGENT LINE.
- M14 SEARCHED, FOUND NOTHING. SET 1" I.P. TAGGED L.S. 5535 PER CITY OF REDLANDS TIES FOR TRACT NO. 8786, M.B. 130/40-41.
- M15 SEARCHED, FOUND NOTHING. POINT EASTABLISHED BY TIES PER CORNER RECORD 317/068.
- M16 FD. 1" I.P., NO TAG, DN. 0.5' PER RECORD OF SURVEY 154/10.



CURVE DATA TABLE (THIS SHEET ONLY)

C1	Δ=19°33'42"	(Δ=19°34'10"R1)
	R=315.00'	(R=315.00'R1)
	T=54.30'	(T=54.32'R1)
	L=107.55'	(L=107.59'R1)
C2	Δ=19°33'42"	(Δ=19°34'10"R1)(Δ=19°33'44"R2)
	R=300.00'	(R=300.00'R1) (R=300.00'R2)
	T=51.72'	(T=51.74'R1) (T=51.72'R2)
	L=102.42'	(L=102.47'R1) (L=102.43'R2)
C3	Δ=33°23'47"	(Δ=33°23'09"R7)
	R=253.00'	(R=253.00'(R7)
	T=75.89'	(T=75.87'(R7))
	L=147.47'	(L=147.42'(R7)
C4	Δ=32°46'50"	(Δ=32°47'18"R6)
	R=300.00'	(R=300.00'(R6)
	T=88.24'	(T=88.26'(R6))
	L=171.64'	(L=171.68'(R6)
C5	Δ=02°24'07"	
	R=300.00'	
	T=6.29'	
	L=12.58'	
C6	Δ=30°22'43"	
	R=300.00'	
	T=81.45'	
	L=159.06'	

LINE DATA TABLE (THIS SHEET ONLY)

LINE	BEARING	LENGTH	RECORD	
L1	N70°08'02"E	144.42'	144.62' (R1)	
			144.48' (R2)	
L2	N70°08'02"E	42.76'	42.71' (R1)	
L3	N34°23'45"E	193.64'	193.69' (R3)	
			193.57' (R2)	(CALC.)
			193.64' (R4)	
L4	N40°39'42"E	199.22'	199.23' (R1)	
L5	N40°39'42"E	84.80'	84.81' (R1)	
			84.87' (R2)	
L6	N40°39'42"E	83.93'	83.93' (R1)	
L7	N40°39'42"E	30.49'	30.49' (R1)	
L8	N00°34'55"W	40.00'		
L9	N89°48'12"E	24.44'	24.35' (R2)	
L10	N89°43'55"E	16.68'	16.75' (R7)	
L11	N89°43'55"E	183.48'	183.48' (R7)	(CALC.)
L12	N89°43'55"E	90.91'	90.86' (R7)	(CALC.)
L13	N89°43'55"E	92.57'	92.75' (R1)	
			92.75' (R2)	
			92.62' (R7)	(CALC.)
L14	N22°39'52"W	50.04'	50.00' (R7)	
L15	N22°39'52"W	40.00'	40.00' (R7)	
L16	N56°20'08"E	75.66'	75.66' (R2)	(CALC.)
L17	N33°39'32"W	39.77'	39.77' (R8)	
L18	N33°39'32"W	15.08'	15.07' (R2)	

INDEX AND BOUNDARY CONTROL MAP

SURVEYOR'S NOTES

THE BASIS OF BEARINGS WAS DERIVED FROM THE CENTERLINE OF FIFTH STREET SHOWN AS N89°46'50"E ON RECORD OF SURVEY 154/10.

● DENOTES FOUND MONUMENT AS SHOWN.

o DENOTES SET 1" I.P. WITH YELLOW PLASTIC PLUG STAMPED L.S. 5535, FLUSH, UNLESS OTHERWISE SHOWN. STREET CENTERLINE MONUMENTS SET 1/4" BELOW PAVEMENT SURFACE.

SET 1" I.P., 18" LONG WITH YELLOW PLASTIC PLUG STAMPED L.S. 5535 AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES EXCEPT SET LEAD AND TAG L.S. 5535 IN TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNER.

WHERE WALL EXISTS ON THE PROPERTY LINE, SET NAIL AND TAG L.S. 5535 IN FACE OF WALL ON PROPERTY LINE.

THIS TRACT CONSISTS OF 29 LOTS AND LETTERED LOT "A" ON 10.44 ACRES.

(R1) DENOTES RECORD DATA PER RECORD OF SURVEY 103/13.

(R2) DENOTES RECORD DATA PER RECORD OF SURVEY 154/10.

(R3) DENOTES RECORD DATA PER TRACT NO. 18968, M.B. 342/42-43.

(R4) DENOTES RECORD DATA PER RECORD OF SURVEY 167/58-73.

(R5) DENOTES RECORD DATA PER TRACT NO. 9993, M.B. 143/35-37.

(R6) DENOTES RECORD DATA PER TRACT NO. 8786, M.B. 130/40-41.

(R7) DENOTES RECORD DATA PER TRACT NO. 9880. M.B. 142/33-36.

(R8) DENOTES RECORD DATA PER TRACT NO. 7110, M.B. 114/72-73.

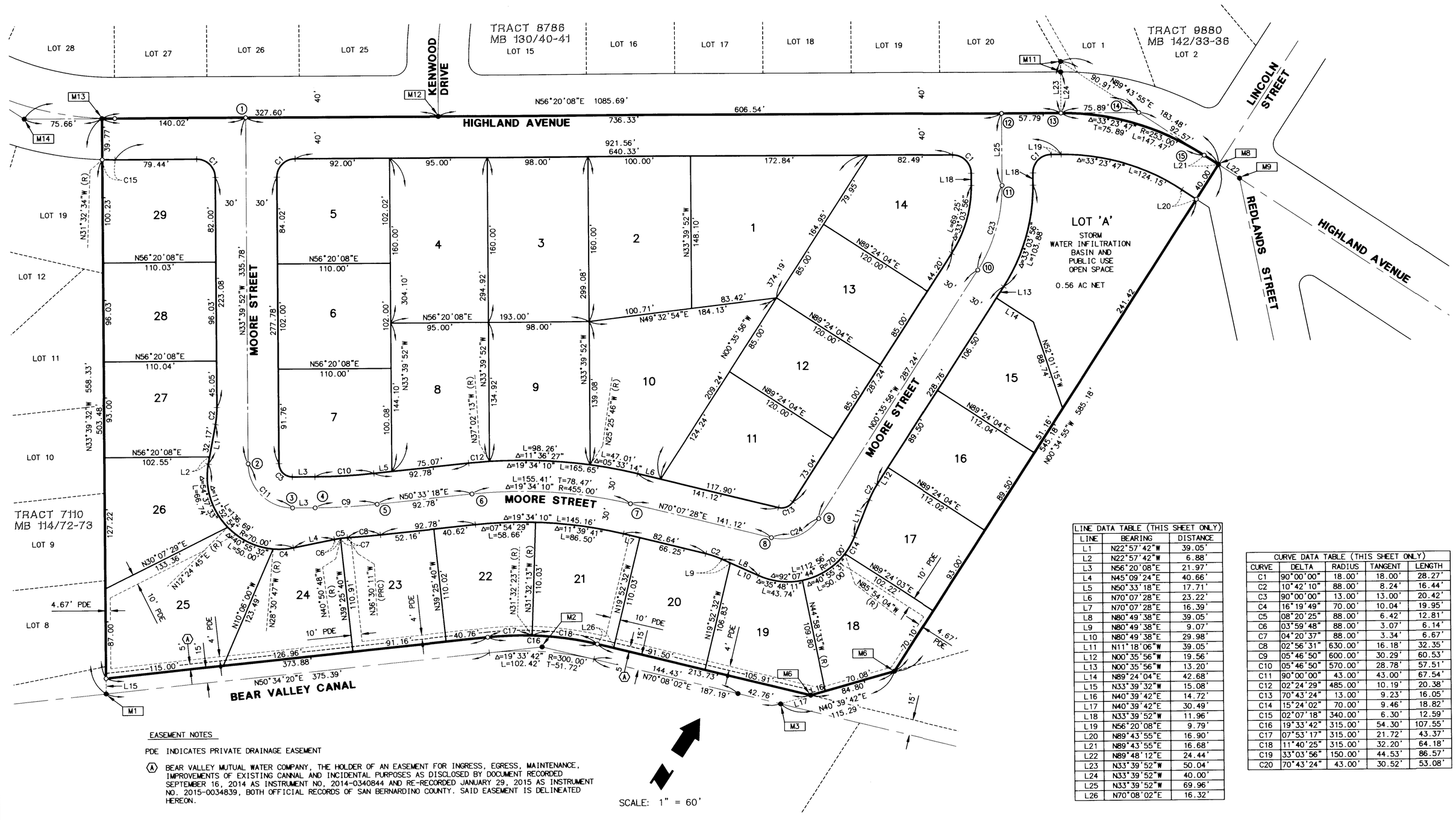
(1) INDICATES CENTERLINE MONUMENT TO BE TIED OUT ON TABLE TO BE FILLED IN THE OFFICE OF THE CITY ENGINEER.

IN THE CITY OF REDLANDS

TRACT NO.20065

PORTION OF BLOCK 35 OF ADDITION NO. 1, TO THE SECOND PRELIMINARY MAP OF REDLANDS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 4, AND THAT PORTION OF SUB LOT 10, OF LOT 9 AND 10, BLOCK 77, RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, ACCORDING TO MAP OF REDLANDS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 47, RECORDS OF SAID COUNTY.

HICKS & HARTWICK, INC. FEBRUARY 2021 ENGINEERS - SURVEYORS



LINE DATA TABLE (THIS SHEET ONLY)		
LINE	BEARING	DISTANCE
L1	N22°57'42"W	39.05'
L2	N22°57'42"W	6.88'
L3	N56°20'08"E	21.97'
L4	N45°09'24"E	40.66'
L5	N50°33'18"E	17.71'
L6	N70°07'28"E	23.22'
L7	N70°07'28"E	16.39'
L8	N80°49'38"E	39.05'
L9	N80°49'38"E	9.07'
L10	N80°49'38"E	29.98'
L11	N11°18'06"W	39.05'
L12	N00°35'56"W	19.56'
L13	N00°35'56"W	13.20'
L14	N89°24'04"E	42.68'
L15	N33°39'32"W	15.08'
L16	N40°39'42"E	14.72'
L17	N40°39'42"E	30.49'
L18	N33°39'52"W	11.96'
L19	N56°20'08"E	9.79'
L20	N89°43'55"E	16.90'
L21	N89°43'55"E	16.68'
L22	N89°48'12"E	24.44'
L23	N33°39'52"W	50.04'
L24	N33°39'52"W	40.00'
L25	N33°39'52"W	69.96'
L26	N70°08'02"E	16.32'

CURVE DATA TABLE (THIS SHEET ONLY)				
CURVE	DELTA	RADIUS	TANGENT	LENGTH
C1	90°00'00"	18.00'	18.00'	28.27'
C2	10°42'10"	88.00'	8.24'	16.44'
C3	90°00'00"	13.00'	13.00'	20.42'
C4	16°19'49"	70.00'	10.04'	19.95'
C5	08°20'25"	88.00'	6.42'	12.81'
C6	03°59'48"	88.00'	3.07'	6.14'
C7	04°20'37"	88.00'	3.34'	6.67'
C8	02°56'31"	630.00'	16.18'	32.35'
C9	05°46'50"	600.00'	30.29'	60.53'
C10	05°46'50"	570.00'	28.78'	57.51'
C11	90°00'00"	43.00'	43.00'	67.54'
C12	02°24'29"	485.00'	10.19'	20.38'
C13	70°43'24"	13.00'	9.23'	16.05'
C14	15°24'02"	70.00'	9.46'	18.82'
C15	02°07'18"	340.00'	6.30'	12.59'
C16	19°33'42"	315.00'	54.30'	107.55'
C17	07°53'17"	315.00'	21.72'	43.37'
C18	11°40'25"	315.00'	32.20'	64.18'
C19	33°03'56"	150.00'	44.53'	86.57'
C20	70°43'24"	43.00'	30.52'	53.08'

RECORDING REQUESTED BY:
MUNICIPAL UTILITIES AND
ENGINEERING DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 5th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and GS Redlands LLC, a California limited liability company, hereinafter referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. 20065 (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Subdivider acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code section 66410 et seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Subdivider for consideration by City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of City of the final map for the Subdivision, and the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within twenty four (24) months from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require Subdivider's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or Subdivider's surety, as hereafter provided.

3. Subdivider's Obligations to Construct Improvements. Subdivider shall:

A. Complete the Improvements, at Subdivider's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided in Section 18 hereof.

B. Furnish at Subdivider's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor as required by Civil Code Section 9550, for the completion of the Improvements in conformity with the Improvement plans.

C. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

D. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted in writing by City.

E. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within twelve (12) months of such acceptance.

F. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the Improvements by City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated by this Agreement are to be constructed or installed on property not owned by City or Subdivider, no construction or installation shall be commenced before:

A. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

B. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient security as required by the Subdivision laws in accordance with Sections 66499 through 66499.10 of the Government Code, on forms approved by City for the purposes and in the amounts as follows:

A. To assure faithful performance of the Agreement in regard to the Improvements in an amount of one hundred (100%) of the estimated cost of the Improvements; and

B. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of fifty (50%) of the estimated cost of the Improvements; and

C. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of ten (10%) of the estimate cost of the Improvements; and

D. Good and sufficient security in the amount of one hundred (100%) of the estimated cost of setting subdivision monuments.

E. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are hereby incorporated into this Agreement. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a

replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement plans, not exceeding ten (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed ten (10%) of the original estimated cost of the Improvements, Subdivider shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for one hundred (100%) of the total estimated cost of the Improvement as changed, altered or amended, less any completed partial releases allowed by Section 8 of this Agreement.

B. Subdivider shall construct the Improvements in accordance with City standards in effect on the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements, Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No Improvements shall be deemed completed until written acceptance by City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

B. City may release a portion of the security given for faithful performance of the Improvement work as the work progresses upon application therefor by Subdivider; provided, however, that no such release shall be for an amount less than twenty five (25%) of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total Improvement security

given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred twenty five percent (125%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

E. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

A. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

B. Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be responsible for the care and maintenance of, and any damage to, such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Subdivider.

A. Default of Subdivider shall include, but not be limited to:

(1) Subdivider's failure to timely commence construction of the Improvements;
(2) Subdivider's failure to timely complete construction of the Improvements;
(3) Subdivider's failure to timely cure any defect in the Improvements;
(4) Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within thirty (30) days;
(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
(7) Subdivider's failure to perform any other obligation under this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Subdivider. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

C. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

D. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

E. In the event that Subdivider fails to perform any obligation hereunder, Subdivider

agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

F. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

12. Warranty. Subdivider shall guarantee or warrant the Improvements undertaken pursuant to this Agreement for a period of one (1) year after acceptance of the Improvements by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Subdivider shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's surety, and agrees to pay the cost of such work by City. Should the City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work, and Subdivider shall pay to City the cost of such repairs.

13. Subdivider Not Agent or Employee of City. Neither Subdivider nor Subdivider's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

C. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Subdivider's Obligation to Warn Public during Construction. Until final acceptance of the Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition extant in connection with said Improvements, and will take reasonable actions to protect the public from such dangerous conditions.

17. Vesting of Ownership. Upon formal final acceptance of the Improvements by City and recordation of the final map for the Subdivision, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Subdivider and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements including, but not limited to, all applicable Labor Code laws.

20. Insurance.

A. City, and its elected and appointed officials, officers, employees, and volunteers shall be covered as additional insureds on the Commercial General Liability ("CGL") policy with respect to liability arising out of work or operations performed by, or on behalf of, Subdivider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Subdivider. General liability coverage can be provided in the form of an endorsement to Subdivider's insurance (at least as broad as Insurance Services Office ("ISO") Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, Subdivider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained

by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of Subdivider's insurance and shall not contribute with it.

Each insurance policy required by this section 20 shall provide that coverage shall not be canceled, except with prior twenty (20) days written notice to City.

B. Builder's Risk (Course of Construction) Insurance. Subdivider may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing.

C. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

D. Waiver of Subrogation. Subdivider hereby agrees to waive rights of subrogation which any insurer of Subdivider may acquire from Subdivider by virtue of the payment of any loss. Subdivider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Subdivider, its employees, agents, and subcontractors.

E. Verification of Coverage. Subdivider shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before Work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Subdivider's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

F. Subcontractors. Subdivider shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Subdivider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

G. Subdivider's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Subdivider for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Subdivider shall provide City with Certificates of Insurance evidencing such insurance concurrent with Subdivider before Work begins, for City's

approval.

H. Worker's Compensation and Employer's Liability. Subdivider shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City Subdivider shall execute and provide City with Exhibit "B" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

I. Comprehensive General Liability Insurance. Subdivider shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, 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 the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

J. Business Auto Liability Insurance. Subdivider shall secure business auto liability coverage, with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Subdivider owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

A. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by Subdivider or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the negligence of City or City's agents. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein.

B. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

C. Subdivider shall reimburse City for all attorney's fees, costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

D. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Subdivider wrongfully delays acceptance of the tender of the indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the services of its own employees in the defense of any such claim, Subdivider shall be charged two hundred fifty ($250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Subdivider's Obligations. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of City.

23. Sale or Disposition of Subdivision. Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Subdivider of the obligations under Section 22 for the work or Improvements done by Subdivider.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than months (6) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in

an increased amount to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Municipal Utilities and Engineering Director that Subdivider has fully satisfied the obligations secured by this Agreement, at the request of Subdivider, execute and record a Certificate of Satisfaction in the official records of the County of San Bernardino evidencing Subdivider's compliance with, and satisfaction of, all obligations under this Agreement. Subdivider shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. 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:

Notice to City: Municipal Utilities and Engineering Department Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Notice to Subdivider: JoonHyuck Park, Manager
GS Redlands LLC
17901 Von Karman Ave., Suite 875
Irvine, CA 92614

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER
GS Redlands LLC, a California limited liability company

By:_____
Joonhyuck Park, Manager

CITY OF REDLANDS

By:_____
Charles M. Duggan, Jr., City Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization for all signatures required and must be attached)

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 20065

The following plans are on file in the office of the Municipal Utilities and Engineering Department (MUED):

Description	Drawing No.	No. of Sheets
Street Improvement Plans	2367-ST	04
CFD Improvement Plans	2367-LS	15
Streetlight Improvement Plans	2367-SL	02
Traffic Signing and Striping Plans	2367-TS	01
Storm Drain Improvement Plans	2367-SD	04
Sewer Improvement Plans	F-1859	04
Water Improvement Plans	D-60743	02

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.

GS Redlands, LLC, a California limited liability company

By: _____ Date: 03-10-2022

Joonhyuck Park, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Orange)

On 3-10-2022 before me, J. J. Vasquez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Joonhyuck Park
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

J. J. VASQUEZ
COMM. #2339963
Notary Public-California
ORANGE COUNTY
My Comm. Expires Dec 11, 2024

Signature J. J. Vasquez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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Bond No. 1001148262
Premium: $23,288.00 / Annually

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and GS Redlands LLC, a California limited liability company, (hereinafter designated as "Principal") have entered into an agreement dated February 1, 2022 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work") for Tract No. 20065; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to furnish a good and sufficient Faithful Performance bond with the City for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate Surety, are held and firmly bound unto the City in the penal sum of two million three hundred twenty eight thousand eight hundred forty one dollars ($2,328,841) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the Work by the City, during which time if 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 Principal remains.

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

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

2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to 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 Principal.

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

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 Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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 Principal and Surety above named, on March 15th, 2022.

(SEAL)

GS Redlands, LLC, a California limited liability company

(Principal)

(Signature) Joonhyuck Park, Manager

(SEAL)

American Contractors Indemnity Company

(Surety)

BY: (Signature)

Christina Rogers, Attorney-in-Fact

Address: 801 S. Figueroa Street, Suite 700
Los Angeles, California 90017

Telephone (310) 649-0990

(Seal and Notarial Acknowledgment of Surety)

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 Orange }

On March 15, 2022 before me, Duc Le, Notary Public,
(insert name and title of the officer)

personally appeared Joonyuck Park,
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.

DUC LE
COMM. #2363524
Notary Public - California
Orange County
My Comm. Expires June 30, 2025

Notary Public Signature (Seal)

OPTIONAL INFORMATION

DOCUMENT

(name or type of document)

(number of pages)

(document date)

SIGNER CAPACITY

(capacity claimed by the signer)

NOTICE

THE NOTARY PUBLIC DOES NOT CERTIFY THE AUTHORIZED CAPACITY OF THE SIGNER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On MAR 15 2022 before me, Melissa A. Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Christina Rogers
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MELISSA A. LOPEZ
Notary Public - California
Orange County
Commission # 2363055
My Comm. Expires Jun 28, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****** Thirty Million and 00/100 ****** Dollars (** $30,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of March, 2022.

Corporate Seals
Bond No. 1001148262

Agency No. 19261- PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company



By: _____

Frank Mester, Vice President

Bond No. 1001148262
Premium Included in Cost
of the Performance Bond.

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands ("City"), State of California, and GS Redlands, LLC, a California limited liability company, (hereinafter designated as "Principal") have entered into an agreement dated February 1, 2022 ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements ("Work") for Tract Map No. 20065; 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 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, Principal and the undersigned, as 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 Civil Code the sum of one million one hundred sixty four thousand four hundred twenty dollars ($1,164,420) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the 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 inure 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 Principal and Surety above named, on March 15th, 2022.

(SEAL)
GS Redlands, LLC, a California limited liability company
(Principal)

(Signature) Joonhyuck Park, Manager

(SEAL)
American Contractors Indemnity Company
(Surety)
BY:
(Signature) Christina Rogers, Attorney-in-Fact

Address:
801 S. Figueroa Street, Suite 700
Los Angeles, California 90017

Telephone (310) 649-0990

(Seal and Notarial Acknowledgment of Surety)

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 Orange }

On March 15, 2022 before me, Duc Le, Notary Public,
(insert name and title of the officer)

personally appeared Joonyuck Park,
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.

DUC LE
COMM. #2363524
Notary Public - California
Orange County
My Comm. Expires June 30, 2025

Notary Public Signature (Seal)

OPTIONAL INFORMATION

DOCUMENT

(name or type of document)

(number of pages)

(document date)

SIGNER CAPACITY

(capacity claimed by the signer)

NOTICE

THE NOTARY PUBLIC DOES NOT CERTIFY THE AUTHORIZED CAPACITY OF THE SIGNER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On MAR 15 2022 before me, Melissa A. Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Christina Rogers
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MELISSA A. LOPEZ
Notary Public - California
Orange County
Commission # 2363055
My Comm. Expires Jun 28, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****** Thirty Million and 00/100 ****** Dollars (** $30,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of March, 2022.

Corporate Seals
Bond No. 1001146252

Agency No. 19261- PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

TOKIO MARINE HCC

Surety Group
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company



By: _____

Frank Mester, Vice President

RESOLUTION NO. 7998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE SOCIO-ECONOMIC COST/BENEFIT STUDY FOR TENTATIVE TRACT MAP NO. 20065 AND ZONE CHANGE NO. 461

WHEREAS, Daniel Buoye has filed an application for Tentative Tract Map No. 20065 and Zone Change No. 461 with the City of Redlands for the subdivision of approximately 10.44 acres into twenty-nine (29) single-family residential lots and one lettered lot for property located at 1432 E. Highland Avenue (the "Project"); and

WHEREAS, on May 28, 2019, the City of Redlands' Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project; and

WHEREAS, a copy of the Socio-Economic Cost/Benefit Study and related materials for the Project that were reviewed by the City of Redlands Planning Commission in making its recommendations of the approval have been forwarded to the City Council; and

WHEREAS, on May 28, 2019, the City of Redlands Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project; and

WHEREAS, the City Council held duly noticed public hearings on July 16, 2019 and September 3, 2019, at which City staff and members of the public had the opportunity to provide verbal and written testimony on the Socio-Economic Cost/Benefit Study for the Project; .

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

Section 1. The City Council hereby approves the Socio-Economic Cost/Benefit Study for the Project based upon the following findings:

A. The Project will not create significant unmitigatable physical blight in the City or overburden public services, including, without limitation, police and fire protection services, because the mitigation measures for environmental impacts described in the study have been added to the Project as conditions of approval. The Project's design enhances the surrounding neighborhood, provides approximately 1/2 acre of landscaped infiltration basin and open space, landscaped parkways along East Highland Avenue, as well as a new storm drain pipe to accept flows from the easterly adjacent parcel. The Project does not conflict with the predominant uses present in the surrounding areas, as the Project site abuts established residential developments to the north, west, south, and east. Further, the Project provides improvement that blend in with and enhance the surrounding community through the use of landscaped buffers along the public right-of-way, as well as the maintenance of the landscaped infiltration basin.

Improvements will be constructed in connection with the development of the Project including new internal streets with landscaped parkways, curb and gutter, sidewalks, and street

lights, as well as the construction of drainage and storm water facilities to support the Project. The Project will upgrade water, sewer, and storm drain infrastructure and provide connections to existing City infrastructure. Utilities will be placed underground. The Project developer is required to fund its fair share allocation of any necessary public infrastructure associated with development of the Project.

As determined in the Socio-Economic Cost/Benefit Study, the Project will provide an annual "new net" revenue of twenty four thousand seven hundred sixty six dollars ($24,766) to the City upon occupancy, and annual ongoing costs of approximately twenty six thousand seven hundred forty eight dollars ($26,748). This equates to a revenue/cost ratio of a positive factor of 1.93. For every dollar it spends, the City will receive one dollar ninety three cents ($1.93) in revenue. Because the Project will expand the City's economic base by increasing property tax revenues, and provide for the development of new housing within the City; provide the infrastructure necessary to meet Project needs in an efficient and cost effective manner; and place an emphasis on design and landscaping, the City finds that the Project will not create unmitigatable physical blight within the City or overburden public services, including, without limitation, police and fire protection services.

B. The benefits to the City resulting from development of the Project outweigh any direct cost to the City that may result. The Socio-Economic Cost/Benefit study demonstrates that, the Project will generate "new net" revenues of twenty four thousand seven hundred sixty six dollars ($24,766) to the City upon occupancy, and annual ongoing costs of approximately twenty six thousand seven hundred forty eight dollars ($26,748). This equates to a revenue/cost ratio of a positive factor of 1.93. For every dollar it spends, the City will receive one dollar ninety three cents ($1.93) in revenue. Further, the Project would provide for the development of twenty-nine (29) residential lots and landscaped buffers along the public right-of-way. Schools will be enhanced with the payment of school fees. Further, with the additional revenue provided to the City through increased property taxes, and the payment of development impact fees; direct and indirect funding will be provided for cultural enhancements, downtown district enhancements, park enhancements, public safety (Police and Fire) enhancements, and traffic enhancements.

ADOPTED, SIGNED AND APPROVED this 3rd day of September, 2019.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of September, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger
NOES:	Councilmember Davis; Mayor Foster
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 7999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO 20065

WHEREAS, Daniel Buoye, has filed an application for Tentative Tract Map No. 20065 with the City of Redlands for the subdivision of approximately 10.44 acres into twenty-nine (29) single-family residential lots and one lettered lot for property located at 1432 E. Highland Avenue (the "Property"); and

WHEREAS, on May 28, 2019, the City of Redlands' Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or in opposition to, the Project; and

WHEREAS, at the public hearing on May 28, 2019, the Planning Commission considered, heard public comments on, and recommended approval to the City Council of the Project; and

WHEREAS, on July 4, notice of this City Council's public hearing for Project was published in the Redlands Daily Fact by the City Clerk; and

WHEREAS, on July 16, 2019, the City Council held public hearings and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, at the public hearings on July 16, 2019 and September 3, 2019, the City Council considered, heard public comments on the Property;

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

Section 1. The City Council hereby approves Tentative Tract Map No. 20065, subject to the conditions of approval identified in Exhibit "A" of this Resolution, based upon the following findings:

A. The proposed map will be consistent with the Redlands General Plan and the Redlands Municipal Code. The proposed subdivision is designated in the General Plan land use map as Low Density Residential which permits up to 6 dwelling units per acre. The proposed zoning designation is Suburban Residential Estate (R-S) District, and the proposed density of 2.7 units per gross acre (and 3.3 units per net acre) would be consistent with the General Plan land use designation. The application supports the General Plan policies 4-P.10, 4-P.17, 4-P.23, and 4.40q, as listed in Chapter 4 (Livable Community) in the 2035 General Plan. This finding can be made.

B. The project site is physically suitable for the type of development. The site has a relatively flat topography and is large enough to subdivide the site into 29 residential lots and one lettered lot in accordance with the density and design requirements of the Redlands General Plan

and the Redlands Municipal Code. All on-site and off-site improvements proposed as part of the project's design will meet all City standards and provide a safe and efficient environment for the residents. In addition, the existing residential neighborhoods surrounding the project site were developed in similar lot sizes and densities. Therefore, this finding can be made.

C. The site is physically suitable for the density of the development. The proposed subdivision is designated in the General Plan land use map as Low Density Residential, which allows a maximum density of up to 6 dwelling units per gross area. The project site's topography is relatively flat and the design of the subdivision will generally follow the grade of the site, and will not require excessive grading to yield the number of lots proposed. The project proposes a density of 2.7 dwelling units per gross acre, and 3.3 dwelling units per net acre, and is physically suitable for the density of development. In addition, other similar residential development (single-family subdivisions) have been developed in surrounding vicinity in the past four decades that are similar to the density proposed with this project.

D. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or other habitat because an Initial Study / Mitigated Negative Declaration was prepared for the project and although there is a potential impact on biological resources, appropriate mitigation measures have been incorporated into Conditions of Approval to mitigate the impact on the natural environment to a level less than significant. With the incorporation of the Biological Resources Mitigation Measures 1 through 9 in the Initial Study/Mitigated Negative Declaration (and included as Conditions of Approval for the project), this finding can be made.

E. The design of the subdivision or the type of improvements are not likely to cause serious public health problems. The proposed project would accommodate a single-family residential subdivision, and is not likely to cause any serious public health problems. The project is designed with improvements that will meet all City and State building and fire codes. Construction-related effects (such as air quality and noise) will not affect any neighboring residential properties or other properties because all potential impacts will be mitigated to a level of less than significant.

F. The design of the subdivision or the type of improvement will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because there are no public easements through the property. Therefore, this project will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

G. The proposed subdivision will not result in parcels that would be too small to sustain their agricultural use pursuant to the California land conservation act ("Williamson Act") because the subject property is not under a Williamson Act Contract pursuant to the California Land Conservation Act of 1965, and will not be detrimental or otherwise affect lands in agricultural use.

Section 2. This Resolution shall take effect of the effective date of the City of Redlands Ordinance No. 2898.

ADOPTED, SIGNED AND APPROVED this 3rd day of September, 2019.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of September, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger
NOES:	Councilmember Davis; Mayor Foster
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
TENTATIVE TRACT MAP No. 20065
(APN: 0147-161-25-0000)

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless the Final Map is recorded, or a time extension is granted in accordance with Title 17 of the Redlands Municipal Code, this tentative tract map shall expire two (2) years from the date of City Council approval.

3. This approval is for a Tentative Tract to subdivide approximately 10.44 acres into twenty-nine (29) single-family residential lots and one (1) lettered lot on an approximately 10.44 acre parcel located East Highland Avenue and west pf Redlands Street (APN: 0147-161-25-0000)

4. The subdivision shall be subject to the provisions of the Residential Development Allocation process under the Growth Management Ordinance, Title 19 of the Redlands Municipal Code. Lots 25 through 29 shall be constructed with single-story homes no higher than twenty-feet (20') in height.

5. The applicant shall establish a Home Owners Association (HOA) or annex into the Community Facilities District for the care and maintenance of all property improvements held in common ownership of the subdivision. The HOA or CFD shall be formed for the property and Conditions, Covenants and Restrictions (CC&Rs) shall be prepared, submitted for review and approval by the City Attorney, prior to approval of the final map. The HOA or CFD and the CC&R's shall cover the care and maintenance of all property and improvements held in common ownership of the subdivision and shall also cover the care and maintenance of parkways, groves, basins, trenches, and all lettered lots within the development.

6. All plans submitted to the City shall reflect the Planning Commission and City Council approval and any other changes required by the Commission/Council and/or staff.

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

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

9. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $100,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

10. The grading plan associated with the tract map shall be designed so that the incorporation of retaining walls are not necessary on-site whenever feasible.

11. The applicant shall record the lots by tract map.

12. The applicant shall ensure that the project shall be kept in weed and dust free condition throughout all periods of development.

13. All utilities on-site shall be placed underground, including utility vaults. Prior to approval of the final map the applicant shall bond for undergrounding of utilities, and submit plans to be approved by the Development Services Director that detail undergrounding of all utilities found on-site. Bonds shall be calculated and included in any bonds required by the City of Redlands Municipal Utilities and Engineering Department.

14. The applicant shall record the subdivision by a final tract map.

15. Prior to the recordation of the final map, the applicant shall submit final landscape and irrigation plans, and wall and fence plans for review and approval by the Development Services Director or his/her designee. Perimeter wall along the rear lot lines of lots 25 through 29 shall not exceed six feet (6') in height as viewed from the westerly side.

16. There shall be no cross lot drainage in the subdivision without a recorded drainage easement provided to the City prior to recordation of the final map.

17. Any conditions of approval determined by the City to not be completed prior to Final Map approval shall be the subject of a Subdivision Improvements Agreement entered into by the developer with the City.

18. The final map shall conform with the tentative map as approved by the City Council.

19. The applicant shall provide a subdivision improvement bond to ensure the installation of common area landscaping, recreational open space facilities and equipment (if any), and the required noise barrier wall and/or any perimeter walls.

20. The applicant shall be required to submit a lighting plan to the Development Services Director for review and approval prior to the issuance of any building permits. The plan must include details such as beam spreads and/or photometric calculations that do not exceed the value one-half foot candle of illumination at the property line, location and type of fixtures, exterior colors, details on the foundation, and arrangement of exterior lighting.

21. Prior to the issuance of a building permit for wall over three feet in height, or open fence over four feet in height within the front yard setback, the developer shall obtain a Minor Exception Permit.

22. Developer shall comply with all Mitigation Measures (repeated in the following conditions) and related requirements as identified in the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the project. Prior to issuance of any building and engineering/grading permits to construct the project (unless otherwise specified by the mitigation measure), Developer shall provide sufficient information to the Planning Division to ascertain compliance with applicable conditions/mitigations.

23. Mitigation Measure BIO-1: Pre-construction surveys for burrowing owl shall be conducted prior to the start of ground disturbing activities (grading, grubbing, and construction) at the Project Site. The surveys shall follow the methods described in the CDFW's *Staff Report on Burrowing Owl Mitigation* (CDFW 2012). Two surveys shall be conducted, with the first survey being conducted between 30 and 14 days before initial ground disturbance, and the second survey being conducted no more than 24 hours prior to initial ground disturbance. If burrowing owls and/or suitable burrowing owl burrows with sign (e.g., whitewash, pellets, feathers, prey remains) are identified on the Project Site during the survey and impacts to those features are unavoidable, consultation with the CDFW shall be conducted and the methods described in the CDFW's *Staff Report on Burrowing Owl Mitigation* (CDFW 2012) for avoidance and/or passive relocation shall be followed.

24. Mitigation Measure BIO-2: Prior to any construction or grading activities the Project Proponent shall obtain a Section 404 permit from the US Army Corp of Engineers.

25. Mitigation Measure BIO-3: The Project Proponent shall submit a formal application and fees to the Regional Water Quality Control Board – Santa Ana region prior to construction activities.

26. Mitigation Measure BIO-4: Prior to any construction or grading related activities the Project Proponent shall obtain a permit pursuant to Section 1600 of the California Fish and Game Code.

27. Mitigation Measure BIO-5: Prior to any alterations to the ephemeral drainage, the Project Proponent shall obtain a 1602 Streambed Alteration Agreement.

28. Mitigation Measure BIO-6: In the event construction of the Project occurs during the nesting season (February 15th to August 31th), the Project Proponent shall have a pre-construction nesting bird survey within the Project boundary and buffer area by a qualified biologist. All active bird nests shall be flagged, and an appropriate avoidance buffer shall be established. This buffer shall not be disturbed by construction activities until the nest becomes either: inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young are no longer expected to be impacted by the project.

29. Mitigation Measure BIO-7: The Project Proponent shall ensure that no work is initiated within 72 hours of the nesting bird survey.

30. Mitigation Measure BIO-8: If, during the nesting season, 10 days have passed since an area was surveyed, and construction work has not been continuous in that area, then the Project Proponent shall have a qualified biologist perform a new nesting bird survey prior to the continence of work within the area.

31. Mitigation Measure BIO-9: In the event active nests are observed adjacent to the Project Site and an avoidance buffer has been established, a biological monitor shall be present to monitor nesting behaviors in order to assess if the nest buffer is appropriate. If the birds show any signs of stress, the buffer shall be increased; and work shall be conducted elsewhere until fledging occurs. If necessary, the size of the buffer area shall be reduced if the biologist determines that the construction activity would not have an adverse effect on the particular species in question.

32. Mitigation Measure CR-1: If any prehistoric or historic resources over 50 years of age are encountered during land modification, then activities in the immediate area of the finds (i.e., within 50 feet) shall be halted so that a qualified archaeologist can assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality.

33. Mitigation Measure CR-2: In the event cultural resources are discovered on-site, the Project Proponent shall allow for monitoring by a qualified archaeologist who meets the Secretary of the Interior's guidelines and is listed in the Register of Professional Archaeologists. Monitoring shall be required for all soil disturbances including grading (cut and fill).

Should movement of soils for grading for re-compaction activities show no evidence of an archaeological site or artifacts, and with the agreement of the City of Redlands Planning Division and the on-site archaeological monitor, further monitoring at this location shall no longer be required. In the event that a prehistoric site or historic remains older than 50 years is identified during monitoring, the Project Archaeologist monitor shall be empowered to stop all construction activities in the vicinity of the find (e.g., 50 feet radius).

34. Mitigation Measure CR-3: If the discovered archaeological/cultural materials are prehistoric in nature, the Project Archaeologist shall notify the City of Redlands Planning Division and assess the discovered material(s) and prepare a survey, study, or report evaluating the impact. The Archaeologist's survey, study, or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource. The Developer shall comply with the recommendations of the evaluating Archaeologist, as contained in the survey, study, or report. Project development activities may resume once copies of the archaeological survey, study, or report are submitted to the City of Redlands Planning Division and to the South Central Coastal Information Center Department of Anthropology, C.S.U. Fullerton.

35. Mitigation Measures CR-4: In the event paleontological resources are uncovered during grading, the Project Proponent shall notify the City Planning Division of the discovery and contact a qualified vertebrate paleontologist to perform a field survey to determine and record any non-renewable paleontological resources found on-site. The paleontologist shall determine the significance and make recommendations to the City of Redlands for appropriate mitigation measures in compliance with the guidelines of the California Environmental Quality Act.

36. Mitigation Measure CR-5: If human remains of any kind are found during earthwork activities, all activities shall cease immediately, the Redlands Police Department and the San Bernardino County Coroner and a qualified archaeologist shall be notified. The Coroner shall examine the remains and determine the next appropriate action based on the findings. If the Coroner determines the remains to be of Native American origin, they shall notify the Native American Heritage Commission. The Native American Heritage Commission shall then identify the most likely descendants to be consulted regarding treatment and/or reburial of the remains. If a most likely descendant cannot be identified, or the most likely descendant fails to make a recommendation regarding the treatment of the remains within 48 hours after gaining access to them, the contractor shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.

37. Mitigation Measure GEO-1: Specific recommendations for site grading, foundations, slab support, pavement design, slope maintenance, etc. as provided in the November 17, 2017, Report of Geotechnical/ Geologic Study and Percolation Testing prepared for the Project by Hilltop Geotechnical, Inc. shall be reviewed by the City Engineer for approval.

38. Mitigation Measure TR-1: The Project Proponent shall ensure that the restricted use area shall be kept clear of obstructions including but not limited to trees, light poles, monument signing, etc. including landscaping over 18 inches in height.

39. Mitigation Measure TR-2: The Project Proponent shall ensure that curbs along the restricted use area are painted red to not allow on-street parking.

40. Mitigation Measure TCR-1: Native American monitor from the consulting tribe(s), alongside an archaeological monitor with at least 3 years of regional experience, shall be present during all ground disturbing proceedings, on a rotating basis, including but not limited to, all site preparation/construction/demolition based activities, as well as archaeological surveys, testing and data recovery. Proof of monitor obtainment, such as contracting agreements and monitor hires, shall be provided to the City prior to the issuance of any ground disturbance-related permits.

41. Mitigation Measure TCR-2: Prior to the issuance of any ground disturbance-related permits, the City shall contact interested tribes to facilitate and coordinate communications with the contractor to develop a mutually-acceptable Monitoring and Treatment Plan (MTP). The MTP shall be reflective of the Mitigation Measures/Conditions of Approval adopted for the project, and include additional details regarding the monitoring process and schedule. The MTP shall be enforced by the City throughout the life of the project.

42. Mitigation Measure TCR-3: If a cultural resource is discovered within the project area, ground disturbing activities shall be suspended 100 feet around the resource(s) and an Environmentally Sensitive Area (ESA) physical demarcation/barrier shall be constructed by the developer. Work on other portions of the project outside of the buffer area may continue during this assessment period, provided an archaeological and Native American monitoring team are present during the effort. Representatives from consulting tribes, the contractor, and the City Development Services Department shall confer regarding appropriate treatment of the discovered resource(s). A research design shall be developed and will include a plan to evaluate the resource for significance under CEQA and NRHP criteria. Additionally, the consulting Tribes will provide input regarding the significance of the find and its potential as a Tribal Cultural Resource (TCR). Should all Parties agree that a resource is not significant, avoidance or mitigation is not warranted, and therefore the project may resume. However, should any consulting Tribe wish to obtain this material for any reason, they may do so with the approval of all Parties.

43. Mitigation Measure TCR-4: Should the resource be deemed archaeologically significant and/or constitute a TCR, then the applicant and City shall make a good faith effort to avoid the resource (i.e. project redesign, capping, etc.). Should avoidance of the resource not be feasible, and the removal of the resource(s) is necessary to mitigate impacts, the research design shall be updated to include a Data Recovery Plan that contains a comprehensive discussion of sampling strategies, resource processing, analysis, temporary curation, reporting protocols/obligations, and final disposition of the resource(s). The proposed efforts outlined within the Data Recovery Plan shall be reviewed and approved by all parties prior to implementation. Any analysis performed on the resources shall be

completed within one hundred and twenty (120) days from the initial recovery of the items from the field.

44. Mitigation Measure TCR-5: Significant resources collected from the project area shall be reburied as close to the original find location as possible. However, should reburial within/near the original find location during project implementation not be feasible, then a reburial location for future reburial shall be decided upon by the consulting tribes, the landowner, and the City, and all finds shall be reburied within this location. Additionally, in this case, reburial shall not occur until all ground-disturbing activities associated with the project have been completed, all monitoring has ceased, and all required recordation of resources have been completed. All reburials are subject to a reburial agreement that shall be developed between the landowner and the consulting tribes outlining the determined reburial process/location and shall include measures and provisions to protect the reburial area from any future impacts (vis-a-vis project plans, conservation/preservation easements, etc.).

45. Mitigation Measure TCR-5: Should avoidance and on-site reburial be deemed infeasible with regards to final disposition of the resource(s), or should the consulting tribes be unable to come to a consensus as to the appropriate treatment of the resource(s) within one hundred and twenty (120) days from the initial recovery of the items, the materials shall be curated. The landowner shall relinquish all ownership and rights to this material and confer with the consulting tribes to identify an American Association of Museums (AAM)-accredited facility within the County that can accession the materials into their permanent collections and provide for the proper care of these objects in accordance with the 1993 CA Curation Guidelines. A curation agreement with an appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/applicant to pay for those fees.

46. Mitigation Measure TCR-6: Should avoidance and on-site reburial be deemed infeasible with regards to final disposition of the resource(s), or should the consulting tribes be unable to come to a consensus as to the appropriate treatment of the resource(s) within one hundred and twenty (120) days from the initial recovery of the items, the materials shall be curated. The landowner shall relinquish all ownership and rights to this material and confer with the consulting tribes to identify an American Association of Museums (AAM)-accredited facility within the County that can accession the materials into their permanent collections and provide for the proper care of these objects in accordance with the 1993 CA Curation Guidelines. A curation agreement with an appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/applicant to pay for those fees.

47. Mitigation Measure TCR-7: Within sixty (60) days following the completion of the project all ground disturbing activities including but not limited to all site

preparation/construction/demolition, or within thirty (30) days following the final disposition of resource(s), a Monitoring Report shall be completed which outlines any discoveries made during project implementation, as well as the protocol that was followed with regards to assessment, treatment, and disposition of the discovery. The draft of this document, as well as the drafts of any other documents discussing significance, treatment, and disposition of findings, as well as any site records, shall be prepared by the archaeologist and submitted to the City of Redlands Development Services Department and the consulting tribes for their review and approval. All final reports and site records are to be submitted to the local CHRIS Information Center, the City of Redlands, and the consulting tribes.

48. Mitigation Measure TCR-8: In the event that any human remains are discovered during implementation of the Project, ground disturbing activities shall be suspended 100 feet around the resource(s) and an Environmentally Sensitive Area (ESA) physical demarcation/barrier shall be constructed by the developer. The on-site lead/foreman shall then immediately who shall notify the consulting tribes, the applicant/developer, and the City. The City and/or the applicant/developer shall then immediately contact the County Coroner regarding the discovery. If the Coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, the Coroner shall ensure that notification is provided to the NAHC within twenty-four (24) hours of the determination, as required by California Health and Safety Code §7050.5(c). The NAHC-identified Most Likely Descendant (MLD), shall be allowed, under California Public Resources Code §5097.98(a), to (1) inspect the site of the discovery and (2) make determinations as to how the human remains and funerary objects shall be treated and disposed of with appropriate dignity. The MLD, City, and landowner agree to discuss in good faith what constitutes "appropriate dignity" as that term is used in the applicable statutes. The MLD shall complete its inspection and make recommendations within forty-eight (48) hours of the site visit, as required by California Public Resources Code §5097.98.

49. Mitigation Measure TCR-9: Reburial of human remains and/or funerary objects (those artifacts associated with any human remains or funerary rites) shall be accomplished in compliance with the California Public Resources Code §5097.98(a) and (b). The MLD in consultation with the landowner, shall make the final discretionary determination regarding the appropriate disposition and treatment of human remains and funerary objects. All parties are aware that the MLD may wish to rebury the human remains and associated funerary objects on or near the site of their discovery, in an area that shall not be subject to future subsurface disturbances. The applicant/developer/landowner should accommodate on-site reburial in a location mutually agreed upon by the Parties. It is understood by all Parties that unless otherwise required by law, the site of any reburial of Native American human remains or cultural artifacts shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, parties, and Lead Agencies will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code §6254 (r).

50. The attached conditions of approval from the following City Departments/ Divisions are

applicable to the project, and are hereby incorporated by reference:

A. Municipal Utilities & Engineering Department.

End of Conditions of Approval

Brian Desatnik,
Development Services Director

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT MAP NO. 20065

Date of P.C. Meeting:	**May 28, 2019**
Applicant:	**Daniel Bouye**
Location:	**South Side of East Highland Avenue and West of Redlands Street**
Project Description:	**Subdivide Approximately 10.44 Acres into 29 Residential Lots and 1 Common Area Lot**

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

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

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

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

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

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6)

copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

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

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040) and
   c. Easement Documents. (RMC 17.09.050)

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

6. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

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

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

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharger Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

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

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

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

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

2. Plans required to be submitted shall include (RMC 17.17.060):
   a. Tract Map;
   b. Street Improvement;
   c. Storm Drain Construction;
   d. Pavement Striping and Signage Plans (including reflectorized pavement markers);
   e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
   f. Potable Water Main Installation;
   g. Sewer Main Installation; and
   h. CFD Landscape and Irrigation Plan.

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

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

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items shall include:
   a. 401 Certification (California Regional Water Quality Control Board) and 404 Permit (U.S. Army Corp of Engineers).

6. Pay the required development impact fees per ordinance in effect at time of approval of Final/Parcel Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
    - Water Source Acquisition Charge; (RMC 13.40)
    - Water/Sewer Frontage Charges; (RMC 13.44 and 13.12) and
    - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

7. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking (RMC 17.17.060).

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

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

10. Requirements for Highland Avenue (RMC 17.15 and 17.17):

    a. Construct standard curb and gutter 20 feet south side of street centerline. The existing cutstone curb will be delivered to a designated City Facility as accepted by the City Engineer;
    b. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    c. Construct standard property line sidewalk along the entire street frontage and ramps at all curb returns;
    d. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    e. Construct underwalk drain, if necessary;
    f. Use traffic index of 6.0; and
    g. Install residential fire hydrants as required by the Redlands Fire Department. Provide fire flow calculations.

11. Requirements for Street "A" (RMC 17.15 and 17.17):

    a. Dedicate to provide for standard right-angle turns as accepted by the City Engineer;

b. Dedicate to provide for a 60 foot street right-of-way width including a corner cutoff /radius at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp.
c. Construct standard curb and gutter 18 feet both sides of street centerline;
d. Provide full depth construction/reconstruction consistent with the City standard as accepted by the City Engineer between the new curbs verified through a geotechnical report;
e. Construct standard property line sidewalk along the entire street frontage and ramps at all curb returns;
f. Install LED ornamental street light(s) [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor street light. Street light spacing shall be determined by the City of Redlands design specifications. Installation of eight (8) lights will be required. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
g. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
h. Construct standard right-angle turns as accepted by the City Engineer;
i. Construct underwalk drain, if necessary;
j. Use traffic index of 5.0;
k. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances;
l. Install residential fire hydrants as required by the Redlands Fire Department; and
m. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

12. Provide adequate drainage facilities, including but not limited to, installation of an adequately sized reinforced concrete storm drain/channel in accordance with the City Drainage Master Plan (County 4-26) as accepted by the City Engineer. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual to adequately size the storm drain facility (RMC 17.17).

13. Comply with City of Redlands Landscape Ordinance No. 2724 and submit a CFD Landscape and Irrigation Plan prepared by a licensed landscape architect for review and approval. The irrigation system shall be designed and constructed to make use of future recycled and/or recycled water system.

14. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Community Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

15. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

16. The CC&Rs shall be submitted to the City at least twenty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

17. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20065 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of landscaping, commonly-owned areas and public right-of-ways. (California Community Facilities Act)

18. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 17.17.020)

19. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power lines that are 66KV or greater will not be

required to be undergrounded. Any power pole(s) that contain a street light will be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

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

21. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Performance/Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name.

22. Survey and Monumentation cash bond must be posted.

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

24. Execute Subdivision Improvement Agreement (RMC 17.17.070).

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

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

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

3. All SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in place and shall be maintained throughout the course of the project. (RMC 13.54)

4. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
    - Transportation Facilities; (RMC 3.54)

- Fire Facilities; (RMC 3.60)
- General Government Facilities; (RMC 3.60)
- Library Facilities; (RMC 3.60)
- Open Space/Park; (RMC 3.32)
- Police Facilities; (RMC 3.60)
- Storm Drain Facilities; (RMC 3.56)
- Water Capital Improvement Charge; (RMC 3.48)
- Recycled Water Capital Improvement Charge; (RMC 3.53)
- Water Source Acquisition Charge *; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44)
- Solid Waste Capital Improvement Charge; (RMC 3.70) and
- Water/Sewer Frontage Charges *.(RMC 13.44 and 13.12.)

* These charges are required for building permit issuance if Final or Parcel Map was not required for the project or charges were not paid with the Final or Parcel Map approval.

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

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

7. Tract map shall be recorded and proof of recordation provided.

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

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

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

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

1. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

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

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

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

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

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

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

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

Performance	100% security (due prior to final map approval)
(Performance/Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name.

11. Execute Subdivision Improvement Agreement. (RMC 17.17.070).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

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

MICHAEL POOL
Assistant City Engineer

DONALD YOUNG
One Stop Permit Center Manager

Initial

akc

FILE: TTM 20065

ORDINANCE NO. 2898

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 OF THE REDLANDS MUNICIPAL CODE BY ADOPTING A REVISED LAND USE ZONING MAP AND REZONE CERTAIN PROPERTY LOCATED IN THE CITY OF REDLANDS (ZONE CHANGE NO. 461)

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

WHEREAS, in accordance with Government Code section 65855, the Planning Commission of the City of Redlands has reviewed proposed Zone Change No. 461 (the "Zone Change") to change the City's land use zoning map for 10.44 acres of real property located at 1432 E. Highland Avenue, from Educational (E) zoning designation to Suburban Residential (R-S) zoning designation; and

WHEREAS, on May 28, 2019, the Planning Commission held a noticed public hearing on the Zone Change and considered verbal and written testimony of the City staff, the applicant for the proposed Zone Change, and testimony from members of the public; and

WHEREAS, the Planning Commission adopted Resolution No. 1454 recommending to the City Council that the Zone Change be approved; and

WHEREAS, on July 4, 2019, notice of the City Council's public hearing for the Zone Change was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on July 16, 2019 and September 3, 2019, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, following the public hearing on the Zone Change, at which this City Council provided opportunity for public testimony, the City Council determined that adoption of the Zone Change is in the best interests of the public health, safety and general welfare;

NOW, THEREFORE, the City Council of the City of Redlands does ordain as follows:

Section 1. The zoning designation for approximately 10.44 acres of property located at 1432 E. Highland Avenue, as more particularly shown on the map attached hereto as Exhibit "A," is hereby changed to the "Suburban Residential (R-S) District."

Section 2. The Mayor Pro Tempore 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 in accordance with law.

Denise Davis, Mayor Pro Tempore

ATTEST:

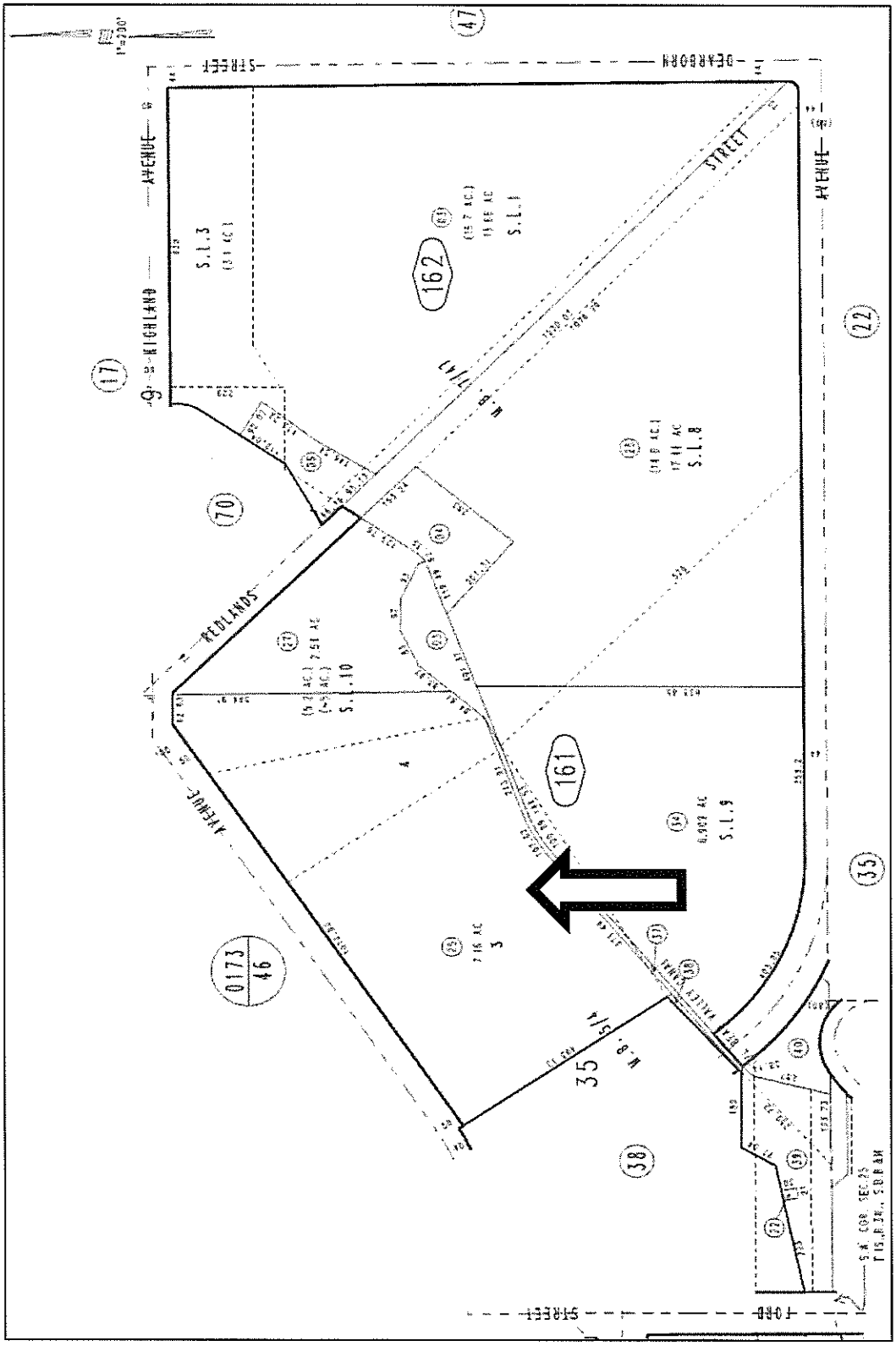
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Ordinance was adopted by the City Council at a regular meeting thereof held on the 17th day of September, 2019 by the following vote:

AYES: Councilmembers Barich, Tejeda, Momberger, Davis
NOES: None
ABSENT: Mayor Foster
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT A
SUBJECT PROPERTY



"A City That Works"

City Council Meeting **I. 12.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Barich to sign a letter of support for the City of Highland SR-210/5th Street Community Project Funding application (Municipal Utilities and Engineering Director Harris)

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 City of Highland S-210/5th Street Community Project Funding application.

RECOMMENDATION:

Staff recommends that City Council authorize Mayor Barich to sign a letter of support for the City of Highland SR-210/5th Street Community Project Funding application.

DISCUSSION:

The City of Highland is submitting an application for Congressionally directed Community Project Funding through the FY 2023 Transportation-Housing and Urban Development bill to improve the SR-210/5th Street interchange. The project includes construction of additional eastbound on-ramp turn lanes and through lanes, additional westbound on-ramp through lanes and transition striping, and widening of 5th Street. The application requests $3,000,000, and the project will benefit the City of Highland, City of Redlands, City of San Bernardino, and San Bernardino International Airport by reducing traffic congestion throughout this segment of the SR-210 corridor.

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:
Daniel J. McHugh, City Attorney
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

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

Attachments

Obernolte Letter
Padilla Letter
Feinstein Letter

OFFICE OF
THE CITY COUNCIL

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tem

PAUL BARICH
Council Member

DENISE DAVIS
Council Member

MICK GALLAGHER
Council Member

April 19, 2022

The Honorable Jay Obernolte
United States House of Representatives
1029 Longworth House Office Building
Washington, DC 20515

RE: Support for the City of Highland request for Community Project Funding for the SR-210/5th Street Interchange

Dear Representative Obernolte:

On behalf of the City of Redlands, we request your support for the City of Highland's Congressionally Directed Spending/Community Project Funding Request through the fiscal year 2023 Transportation-HUD Appropriations bill of $3 million for the SR-210/5th Street Interchange Project.

This phased project would improve the interchange of State Route 210 at 5th Street in the City of Highland through a phased construction project. Improvements include construction of one additional turn lane at the eastbound off-ramp (from 2 to 3) and one additional travel lane on the eastbound on-ramp (from 2 to 3), transition length improvements on the westbound off-ramp, construction of one additional travel lane (from 2 to3) on the westbound on-ramp, widen 5th Street between the westbound ramps and City Creek Bridge and the construction of an exclusive right-turn lane of the future private truck haul road connection to 5th Street.

This interchange is one of the major interchanges within the SR-210 corridor, supporting economic development and access to SR-210 for the cities of Highland, Redlands, and San Bernardino. Additionally, it is a major access point to the San Bernardino International Airport and the projects associated with the redevelopment of the former Norton Air Force Base.

Given the importance of this interchange to the region, we ask for your support of the project to allow for additional phases of the project to move forward.

Thank you for your ongoing support of our local communities.

Sincerely,

Paul T. Barich, Mayor

Cc: Redlands City Council
Charles M. Duggan Jr., Redlands City Manager

OFFICE OF
THE CITY COUNCIL

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tem

PAUL BARICH
Council Member

DENISE DAVIS
Council Member

MICK GALLAGHER
Council Member

April 19, 2022

The Honorable Alex Padilla
112 Hart Senate Office Building
United States Senate
Washington, DC 20510

RE: Support for the City of Highland request for Community Project Funding for the SR-210/5th Street Interchange

Dear Senator Padilla:

On behalf of the City of Redlands, we request your support for the City of Highland's Congressionally Directed Spending/Community Project Funding Request through the fiscal year 2023 Transportation-HUD Appropriations bill of $3 million for the SR-210/5th Street Interchange Project.

This phased project would improve the interchange of State Route 210 at 5th Street in the City of Highland through a phased construction project. Improvements include construction of one additional turn lane at the eastbound off-ramp (from 2 to 3) and one additional travel lane on the eastbound on-ramp (from 2 to 3), transition length improvements on the westbound off-ramp, construction of one additional travel lane (from 2 to3) on the westbound on-ramp, widen 5th Street between the westbound ramps and City Creek Bridge and the construction of an exclusive right-turn lane of the future private truck haul road connection to 5th Street.

This interchange is one of the major interchanges within the SR-210 corridor, supporting economic development and access to SR-210 for the cities of Highland, Redlands, and San Bernardino. Additionally, it is a major access point to the San Bernardino International Airport and the projects associated with the redevelopment of the former Norton Air Force Base.

Given the importance of this interchange to the region, we ask for your support of the project to allow for additional phases of the project to move forward.

Thank you for your ongoing support of our local communities.

Sincerely,

Paul T. Barich, Mayor

Cc: Redlands City Council
Charles M. Duggan Jr., Redlands City Manager

OFFICE OF
THE CITY COUNCIL

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tem

PAUL BARICH
Council Member

DENISE DAVIS
Council Member

MICK GALLAGHER
Council Member

April 19, 2022

The Honorable Dianne Feinstein
331 Hart Senate Office Building
United States Senate
Washington, DC 20510

RE: Support for the City of Highland request for Community Project Funding for the SR-210/5th Street Interchange

Dear Senator Feinstein:

On behalf of the City of Redlands, we request your support for the City of Highland's Congressionally Directed Spending/Community Project Funding Request through the fiscal year 2023 Transportation-HUD Appropriations bill of $3 million for the SR-210/5th Street Interchange Project.

This phased project would improve the interchange of State Route 210 at 5th Street in the City of Highland through a phased construction project. Improvements include construction of one additional turn lane at the eastbound off-ramp (from 2 to 3) and one additional travel lane on the eastbound on-ramp (from 2 to 3), transition length improvements on the westbound off-ramp, construction of one additional travel lane (from 2 to3) on the westbound on-ramp, widen 5th Street between the westbound ramps and City Creek Bridge and the construction of an exclusive right-turn lane of the future private truck haul road connection to 5th Street.

This interchange is one of the major interchanges within the SR-210 corridor, supporting economic development and access to SR-210 for the cities of Highland, Redlands, and San Bernardino. Additionally, it is a major access point to the San Bernardino International Airport and the projects associated with the redevelopment of the former Norton Air Force Base.

Given the importance of this interchange to the region, we ask for your support of the project to allow for additional phases of the project to move forward.

Thank you for your ongoing support of our local communities.

Sincerely,

Paul T. Barich, Mayor

Cc: Redlands City Council
Charles M. Duggan Jr., Redlands City Manager

"A City That Works"

City Council Meeting **I. 13.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation declaring May 5, 2022, as the National Day of Prayer (Mayor Barich)

MOTION:

I move to authorize the issuance of a proclamation declaring May 5, 2022, as the National Day of Prayer.

Attachments

National Day of Prayer-2022

Proclamation

National Day of Prayer

WHEREAS, Americans have long turned to prayer both in times of joy and times of sorrow. On their voyage to the New World, the earliest settlers prayed that they would "rejoice together, mourn together, labor, and suffer together, always having before our eyes our commission and community in the work;" and

WHEREAS, from that day forward, Americans have prayed as a means of uniting, guiding, and healing. In times of hardship and tragedy, and in periods of peace and prosperity, prayer has provided reassurance, sustenance, and affirmation of common purpose; and

WHEREAS, the National Day of prayer is a tradition in this country dating back to 1775; and

WHEREAS, at a time in our nation's history when the power of prayer is needed more than ever, it is fitting that individuals come together in the community to publicly demonstrate their faith in the power of divine intercessions; and

WHEREAS, in 1988, the first Thursday in May was permanently chosen as National Day of Prayer; and

WHEREAS, the National Day of Prayer belongs to all Americans. It is a day that transcends differences, bringing together citizens from all backgrounds;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 5, 2022, as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 19th day of April, 2022.

_____

Paul T. Barich, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **I. 14.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a facility use agreement with the University of Redlands for use of its facilities for training, presentations, and testing (Police Chief Catren)

MOTION(S):

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

I move to authorize the Chief of Police, or his designee, to execute the facility use agreement between the City of Redlands and the University of Redlands for the use of its facilities to conduct training, presentations, and testing from April 19, 2022, through December 31, 2024.

RECOMMENDATION:

Staff recommends that Council authorize the Chief of Police, or his designee, to execute the facility use agreement between the City of Redlands and the University of Redlands for the use of its facilities to conduct training, presentations, and testing from April 19, 2022, through December 31, 2024.

DISCUSSION:

The Redlands Police Department may find the need to periodically use facilities at the University of Redlands to conduct training, testing, and/or presentations. Currently, the Redlands Police Department lacks adequate facilities and the proper equipment to carry out training, presentations, and/or administer testing. At times, the Department needs to be able to utilize facilities with short notice. The University of Redlands has offered the use of their facilities to the Redlands Police Department for training, presentations, and testing free of charge. All events conducted by the Department will have city employees present. The University of Redlands has prepared a facilities use agreement for the time period of April 19, 2022, through December 31, 2024, for consideration. This

agreement will allow Redlands Police Department members to use the facilities at the University of Redlands from April 19, 2022, through December 31, 2024, without having to complete a separate agreement on each occasion.

ALTERNATIVES:

Attempt to locate another suitable location for instruction which may incur additional costs.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief

Fiscal Impact

Fiscal Year:	22-23
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	0
Discussion:	

There will be no impact on the budget.

Fiscal Year:	23-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	0
Discussion:	

There will be no impact on the budget.

Fiscal Year: 24-25
Revenue Generating: No
Appropriation Required Y/N: N
Amount: 0
Discussion:
There will be no impact on the budget.

Attachments

Facilities Use Agreement

University of Redlands
DEPARTMENT OF PHYSICAL EDUCATION AND ATHLETICS

FACILITY REQUEST FORM

City of Redlands		**4-19-22**
Sponsoring Organization	Representative in Charge	Date of Application

1270 W Redlands Blvd, Redlands, CA 92373	909-557-6583	
Address	Phone #	Email

Facility Requested: _____ Attendance: _____ Participation: _____

Name of Event: Police Training

April 19, 2022 through Dec. 31, 2024		to
Day of Week	Month/Day/Year	Event Times

OTHER: _____

Is there any charge associated with your contest/activity? (membership dues, entry or admission fees)

	X	
Yes	No	Amount

THE SPONSORING AGENT/ORGANIZATION AND REPRESENTATIVE IN CHARGE AGREE AS FOLLOWS:

A. **INDEMNITY**: Each party shall defend, indemnify and hold, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its agents, or employees.

B. **INSURANCE**: Sponsoring Organization shall procure at its own expense, and maintain during the term of this Agreement, the following policies of insurance in connection with the use of University facilities, as outlined in this Agreement:

a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
b. Comprehensive General Liability Insurance subject to limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury/property damage/personal injury.
c. Commercial Auto Liability subject to $1,000,000 limits.

Upon execution of this Agreement, Sponsoring Organizations shall obtain and deliver certificates evidencing such insurance from its insurers.

Said policies shall name the "University of Redlands" as an additional insured and loss payee, but only with respect to liability arising out of the use of University facilities, as outlined in this Agreement, and shall contain covenants requiring thirty (30) days written notice to the University before cancellation of such coverage. These policies shall be primary and noncontributory with any insurance carried by the University. A waiver of subrogation in favor of the University must be provided with respects to Worker's Compensation, Auto Liability and General Liability.

It is preferable that the Certificate of Insurance cover an entire year and not name specific contests to avoid having to secure a Certificate for each appearance on the University campus. **All Certificates must be submitted to the University at least 14 days prior to the facility use.**

C. Sponsoring Organization officials are responsible for the conduct of their members and guests using the facility and will be financially responsible to reimburse the University of Redlands for all damage to the fields, buildings, furniture, fixtures, or equipment which occur during any scheduled activity of the Sponsoring Organization. Sponsoring Organization is responsible for leaving the facility in appropriate condition and will be billed for the cost of any clean-up performed by the University.

D. Sponsoring Organization/representative agrees to abide by all rules and regulations of the University of Redlands and the laws for the State of California and the United States of America, and to obey all rules and regulations promulgated by University officials for the use of the property.

E. The University of Redlands bears no expense for any publicity, advertising, or other expenses. The University may be listed as the event site in all promotional materials and advertising, but shall not be represented as a sponsor, co-sponsor, or agent for the event.

F. The University of Redlands shall not be responsible for any loss of or damage to Sponsoring Organization's property, or the property of its employees, contractors or agents, located on the University of Redlands premise unless such loss or damage is directly caused by the negligence or willful misconduct of the University of Redlands or its employees.

G. The University of Redlands may terminate this Agreement at any time and for any reason with written notice to the Sponsoring Organization.

H. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, written or oral. This Agreement may only be amended by a written instrument signed by the authorized representatives from both parties.

RENTAL FEE: A fee will be assessed to groups who are not directly associated with the University of Redlands. Facility rental fees are based on hours of use and services requested. Fees are determined by the Director of Athletics.

Upon approval of the request, a copy of this form will be emailed to the representative in charge and will serve as confirmation of rental request and as a statement of fees charged.

AMOUNT DUE $ 00.00 **PAYMENT DUE DATE is no later than the first date of facility rental.**

REQUIRED SIGNATURES:

Sponsoring Representative	Date	U of R Director of Athletics	Date

Please send completed FACILITY REQUEST FORM and CERTIFICATE OF INSURANCE to:

Jill Muratet, Athletics
University of Redlands
P.O. Box 3080
Redlands, CA 92373-0999

jill_muratet@redlands.edu
909-748-8012
FAX 909-335-4088

"A City That Works"

City Council Meeting **I. 15.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Reimbursement Agreement with First Industrial Realty Trust, Inc. related to the construction of a sanitary sewer collection system trunk line in an amount not-to-exceed $188,562, and approve an additional appropriation of $79,390 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve a Reimbursement Agreement with First Industrial Realty Trust, Inc. in an amount not-to-exceed $188,562 for the construction of a sanitary sewer collection system trunk line; and,

I move to approve an additional appropriation of $79,390 from the Wastewater Capital Improvements - Development Impact Fee Fund.

RECOMMENDATION:

Staff recommends City Council approve a Reimbursement Agreement with First Industrial Realty Trust, Inc. related to the construction of a sanitary sewer collection system trunk line in an amount not-to-exceed $188,562, and an additional appropriation of $79,390 from the Wastewater Capital Improvements - Development Impact Fee Fund.

DISCUSSION:

In late December 2021, the Municipal Utilities and Engineering Department (MUED) completed an update to the Citywide Wastewater System Master Plan. This plan analyzed the existing collection and treatment systems, and recommended Capital Improvement Projects (CIP) to expand capacity periodically during the next fifty (50) years to accommodate residential and

business growth. The largest and most expensive CIP recommendation is to replace an existing twenty-four inch (24") sanitary sewer collection system trunk line between Pioneer Avenue and Palmetto Avenue. The estimated construction cost for this project is more than $2.5M.

Just days before the Master Plan was completed, the One-Stop Permit Center issued a construction permit to First Industrial Realty Trust, Inc. to develop the property through which the twenty-four inch (24") trunk line exists. The permit authorizes this trunk line to be relocated to the east side of the private parcel within a dedicated public utility easement, but does not require the trunk line to be upsized. In mid-January 2022, MUED staff met with the developer to discuss the opportunity to install the larger trunk line with financial participation by the City. The City's financial obligation is limited to the incremental price difference between the smaller and larger pipe materials, pipe fusing, concrete pipe cover, bedding, trenching, and associated costs. On January 14, 2022, MUED staff negotiated a preliminary project cost-sharing agreement with First Industrial Realty Trust, Inc. of $109,172. An immediate commitment from the City was necessary in order to procure materials in a timely manner. First Industrial Realty Trust, Inc. needed to purchase materials no later than January 15, 2022, or they would not be available for more than two (2) months, and the larger pipe would not be installed.

The nature of this Emergency Procurement meets the requirement of Municipal Code Section 2.16.130(A)5, which states "*A City department is involved in a City project which is of such a nature that the need for particular goods, services or construction can only be ascertained as the project progresses and, when ascertained, must be satisfied immediately for the preservation of public health, welfare, safety or property".* City Council received and filed the MUED Emergency Procurement on March 1, 2022.

Recently, MUED staff and First Industrial Realty Trust, Inc. negotiated final project costs, which include additional items not included in the preliminary cost-sharing agreement. In addition to extra construction costs, these items include an order cancellation fee for the twenty-four inch (24") pipe, increased site civil design, and additional structural design fees totaling $55,858. MUED staff proposes to reimburse First Industrial Realty Trust, Inc. for actual costs after the project is successfully completed. The total amount of the City's financial commitment is not anticipated to exceed $188,562.

This project is eligible for the use of Wastewater Development Impact Fees (529920) since it is a capacity expansion project identified in a long-range master plan that is driven by commercial and residential growth within the City. This fund balance is currently $1,041,293.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$79,390
Budgeted Y/N:	N
Account No.:	529920

Discussion:

This project was not anticipated when the FY 21/22 MUED budget was developed, and requires an additional appropriation of $79,390. There are sufficient Development Impact Fee funds in the Wastewater Capital Improvement Fund for this expense. The current fund balance is $1,041,293.

Attachments

Reimbursement Agreement
Cost Share Worksheet
Material Cancellation Invoice
Site Civil Change Proposal
Structural Design Proposal
Additional Appropriation Form

CITY OF REDLANDS

REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENT

This reimbursement agreement ("Agreement") is made and entered into this 19th day of April, 2022, by and between First Industrial Realty Trust, Inc. (“Developer”), and the City of Redlands, a California municipal corporation and general law city (“City”). Developer and City are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS:

WHEREAS, Developer is the owner and developer of certain real property in the county of San Bernardino, located at 27358 Pioneer Avenue, for which Developer proposes to construct a warehouse facility known as the First Pioneer Logistics Center (the “Project”); and

WHEREAS, in connection with the development of the Project, Developer proposes to relocate a twenty-four inch (24”) sanitary sewer connection system trunk line (the “Trunk Line”) on the Property; and

WHEREAS, in late December, 2021, City completed an update to its City-wide Wastewater System Master Plan (“Master Plan”) which contemplates upsizing the Trunk Line to a thirty-six inch (36”) trunk line to provide for future growth (the “Public Improvement”); and

WHEREAS, the Parties recognize that it is in their best interests at this time to not relocate the existing Trunk Line on the Property but, instead, to coordinate the design, construction and installation of the Public Improvement so as to efficiently implement City’s Master Plan and to avoid duplication of work; and

WHEREAS, for the Public Improvement, City will reimburse Developer for upsizing the Trunk Line from twenty four inches (24”) to thirty-six inches (36”) (the “Reimbursement Amount”), subject to certain limitations discussed herein under; and

WHEREAS, the Parties desire to enter into this Agreement to effectuate the terms of City’s reimbursement to Developer;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and First Industrial Realty Trust, Inc. agree as follows:

AGREEMENT:

Section 1. Incorporation of Recitals. The Parties hereby agree that the above recitals are true and correct and are therefore incorporated herein by reference.

Section 2. Design of Public Improvement. Subject to reimbursement as set forth herein, Developer shall be solely responsible for the design of the Public Improvement plans in accordance with all local, state, and federal laws and regulations, including all costs and expenses therefor. Prior to initiation of construction and installation, Developer shall submit the plans and specifications for approval by City for the review and ultimate acceptance of legal title to the Public Improvement. Developer shall be solely responsible for obtaining all required federal, state

and local permits and approvals. The plans and specifications for the Public Improvement shall be approved by the City Engineer of City, subject to his/her sole and absolute discretion.

Section 3. Construction and Installation of the Public Improvement. Subject to reimbursement as set forth herein, Developer shall be solely responsible for construction and installation of the Public Improvement in accordance with all local, state, and federal laws and regulations, as well as coordinating with the staff of City to arrange the required inspection of the Public Improvement, including all costs and expenses therefor. City may, but shall not be legally obligated to, monitor the contracting process, and may, but shall not be obligated to, assist Developer where appropriate.

Section 4. Award of Contracts. Developer shall exercise due diligence in contracting for construction and installation of the Public Improvement within a reasonable period of time following execution of this Agreement. Developer shall be solely responsible awarding contracts for construction and installation of the Public Improvement in compliance with applicable federal, state, and local laws, rules and regulations.

Section 5. Bonds. Prior to the commencement of construction of the Public Improvement, Developer shall cause the contractor to provide Developer with a faithful performance bond and a payment bond (and accompanying multiple obligee rider) substantially in the forms set forth in Exhibits "A" and "B," in an amount equal to no less than 100% of the total cost of the Public Improvement. The bonds must be provided by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and reasonably satisfactory to City. The faithful performance and payment bonds must also expressly list Developer and City as dual-obligees thereunder.

Section 6. Billings; Records. Developer shall be responsible for paying all charges within the time required by state law. Developer shall maintain complete and accurate records with respect to all costs and expenses pursuant to this Agreement. All such records shall be clearly identifiable. Developer shall allow a representative of City, during normal business hours to examine, to audit and make transcripts or copies of such records and any other documents, proceedings, and activities related to the Agreement for a period of three (3) years from the termination of this Agreement.

Section 7. Inspection and Transfer of Public Improvement. Without modifying or limiting Developer's obligations under this Agreement, City shall inspect and test the Public Improvement. City shall have access to the Public Improvement site at all times to conduct any tests or inspections. City's inspection rights shall not exceed twenty (20) days from completion of the same. Thereafter, unless the City has objected to the design, development, and construction of such Public Improvement, such design, development, and construction shall be deemed approved. Developer shall require its employees, contractors and agents to comply with all instructions given by the City during inspection or construction of the Public Improvement. Any deficiencies in the Public Improvement shall be corrected by Developer at its sole cost and

expense. Upon completion of the Public Improvement to the satisfaction of City, the Public Improvement shall be presented to City for dedication and acceptance. City shall accept the Public Improvement ("Public Improvement Acceptance") if it determines that it was constructed in accordance with approved plans, specifications and contract documents, that it operates satisfactorily, all unconditional waivers and releases of mechanics' liens have been provided, and that all other requirements of this Agreement have been satisfied. Upon acceptance of the Public Improvement, Developer shall assign to City all of Developer's rights and remedies, including warranties, as set forth in the approved contract documents. Developer will be required to convey title to the Public Improvement to City. The form of said title shall be determined by City.

Section 8. Liability for Public Improvement Prior to Public Improvement Acceptance. Until the Public Improvement Acceptance, Developer shall be solely responsible for all damage to the Public Improvement, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the sole or active negligence or willful misconduct of City, its agents or employees.

Section 9. Guarantee. Developer shall guarantee all work and materials for the Public Improvement to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of the Public Improvement Acceptance. Developer shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship or materials within the one-year period, without any expense whatsoever to City. In the event Developer fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or in cases of emergency, immediately), City shall be authorized to proceed to have the defects remedied and made good at the sole cost and expense of Developer, who is hereby contractually bound to pay the costs and charges therefor immediately upon demand. Such action by City will not relieve Developer of the guarantee required by this section. This section shall not, in any way, limit the liability of Developer or any other party for any latent and patent design or construction defects in the work subsequently discovered by City.

Section 10. Terms of Reimbursement.

A. Upsize Cost Reimbursement. The Parties agree that the cost for upsizing the twenty four inch (24") Trunk Line to a thirty six inch (36") trunk line is an amount not to exceed one hundred eighty eight thousand five hundred sixty two dollars ($188,562), and City shall have no obligation to pay Developer any sum in excess of the maximum reimbursement amount.

B. Reimbursement Procedures.

(i) Upon Public Improvement Acceptance, Developer shall submit a written request for the reimbursement to City for review and approval. The request shall include any document, requirement, evidence, or information in Developer's possession or under Developer's control that City may reasonably request with regard to the

Public Improvement and Public Improvement Acceptance. This includes without limitation, copies of the notice to proceed with the Public Improvement, notice of completion of the Public Improvement, any and all contracts and change orders entered into to complete the design and construction of the Public Improvement, invoices and checks for payment of the design and construction of the Public Improvement, and any and all other documents required by this Agreement. The City will review and approve, if acceptable, the reimbursement requests within thirty (30) calendar days following the date of submittal. If the reimbursement request is deemed complete and in compliance with the provisions of this Agreement, City will remit payment to Developer within the said thirty (30) calendar days following the reimbursement request being approved by City.

(ii) Upon payment of the reimbursement amount, City shall have no further financial obligation to Developer and Developer shall be entitled to no further compensation, payment, or reimbursement of any kind from City for the Public Improvement.

Section 11. Term. This Agreement shall expire upon full payment of the Reimbursement Amount, unless earlier terminated as provided herein; provided however, that the indemnification and insurance provisions contained herein shall survive termination of this Agreement and continue to govern the Parties. Developer waives any right to reimbursement for the installation of the Public Improvement except as contained in this Agreement.

Section 12. Standard of Care; Safety. Developer shall ensure that all work on the Public Improvement is performed in strict compliance with City-approved plans, specifications and contract documents. Developer shall also ensure that all work is performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals and contractors in the same discipline in the State of California. Developer shall procure the services of professionals and contractors skilled in the professional calling necessary to design and construct the Public Improvement. All employees and subcontractors working on the Public Improvement shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform such work on the Public Improvement, and all such licenses and approvals shall be maintained throughout the term of their work on the Public Improvement. Developer shall ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out their work, they shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Any employee who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Public Improvement, a threat to the safety of persons or property, or any employee who fails or refuses to perform his or her work in a manner acceptable to City, shall be promptly removed from the Public Improvement.

Section 13. Indemnification. Developer shall defend (with counsel of City's choice), indemnify and hold City, and its elected and appointed officials, officers, consultants, employees and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its members, officials, officers, employees, agents, consultants and contractors arising out of or in connection with this Agreement or the design, construction or installation of the Public Improvement, including without limitation, the payment of all attorneys' fees and other related costs and expenses however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of City or its officials, officers, employees, or authorized volunteers.. At a minimum, this indemnification provision shall apply to the fullest extent of any warranty or guarantee implied by law or fact, or otherwise given to Developer by Developer's design consultant(s) or contractor(s) for the Public Improvement. In addition, this indemnity provision and any such warranties or guarantees shall not limit any liability under law of such consultants or contractors. Without limiting the foregoing, this indemnity shall extend to any claims arising because Developer has failed to properly secure any necessary easements, land rights, contracts or approvals. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

Section 14. Control and Payment of Subordinates; Independent Contractor. All work on the Public Improvement shall be performed by Developer or under its supervision. Developer and its consultants will determine the means, methods and details of performing the work subject to the requirements of this Agreement. City retains Developer on an independent contractor basis and not as an employee. Developer retains the right to perform similar or different work for others during the term of this Agreement. Any additional personnel performing the work under this Agreement on behalf of Developer shall also not be employees of City, and shall at all times be under the exclusive direction and control of Developer or its consultants. All wages, salaries and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law shall be paid by Developer or its consultants and contractors. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 15. Termination. In the event either Party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other Party shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the defaulting Party.

Section 16. Record Drawings. Prior to acceptance of the Public Improvement by the City, Developer shall provide City with one copy of record drawings certified by a licensed

engineer in the State of California as to accuracy and completeness. Developer shall be solely responsible and liable for insuring completeness and accuracy of the record drawings.

Section 17. City Officers and Employees. No officer or employee of City shall be personally liable to Developer or any successor-in-interest in the event of any default or breach by City or for any amount which may become due to Developer or to its successor or for breach of any obligation of the terms of this Agreement.

Section 18. Insurance. Insurance required by this Agreement shall be maintained by Developer throughout the term of this License. Developer shall not perform any work on the Property unless and until the required insurance listed below is obtained by Developer. Developer shall provide City with certificates of insurance and endorsements evidencing such insurance prior to Developer's entry onto the Property. 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 Developer is self-insured or exempt from the workers' compensation laws of the State of California. Developer shall provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

B. Developer 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.

C. Developer 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 Developer owned vehicles used in connection with Developer's provision of the services provided for the installation of a stream gauge station on the Property, 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.

Section 19. Notice. 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

DEVELOPER:

David Lichtwardt, Sr. Construction Manager
First Industrial Realty Trust, Inc.
898 N. Pacific Coast Highway, Suite 175
El Segundo, CA 90245
dlichtwardt@firstindustrial.com
Phone: (818) 319-0143

Section 20. Labor/Prevailing Wages. Developer is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., and the implementing regulations promulgated thereunder (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements if it is determined that the Developer's contract(s) with its contractor(s) to construct the Public Improvement are "public works" contracts under the Prevailing Wage Laws. It is the responsibility of Developer to ensure that each contractor and subcontractor hired to construct the Public Improvement comply with all applicable requirements of the Prevailing Wage Laws. Developer agrees to defend, indemnify, and hold City and its officials, officers, employees and agents free and harmless from any claim or liability including, without limitation, damages, penalties, attorneys' fees and court costs, arising from any failure or alleged failure to comply with these provisions of the Labor Code, including the Prevailing Wage Laws.

Section 21. Developer Assignment. In no event shall Developer assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion; provided, however, Developer shall be permitted to absolutely or collaterally assign its right to receive payments hereunder to any person or entity who acquires all or any part of the Property or who makes a loan secured by all or any part of the Property.

Section 22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Section 23. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 24. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 25. Governing Law. 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.

Section 26. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or provisions of this Agreement the prevailing Party shall, in addition to cost and any other relief, be entitled to recover its reasonable attorneys'' fees, including fees for a Party's use of in-house counsel.

Section 27. General Provisions.

A. Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the Parties.

B. Any failure or delay by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies provided for herein.

C. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

D. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

E. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

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

CITY OF REDLANDS	FIRST INDUSTRIAL, REALTY TRUST, INC.
_____	_____
Paul T. Barich, Mayor	David Lichtwardt, Sr. Construction Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and First Industrial Realty Trust, Inc. (hereinafter designated as "Principal") have entered into an agreement dated April 19, 2022 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work") for _____; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to furnish a good and sufficient Faithful Performance bond with the City for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate Surety, are held and firmly bound unto the City in the penal sum of _____ ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the Work by the City, during which time if 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 Principal remains.

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

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

2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to 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 Principal.

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

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 Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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 Principal and Surety above named, on _____, 2022.

(SEAL)	(SEAL)
First Industrial Realty Trust, Inc.	
(Principal)	(Surety)
	BY:
(Signature) David Lichtwardt, Sr. Construction Manager	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

EXHIBIT "B"

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the City Of Redlands, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a _____ Agreement ("Contract") for the _____ [describe project or work]; and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of _____ dollars ($_____) to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation, dated _____ of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____dollars ($_____) lawful money of the United States, being not less than _____ percent (_____%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns. Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this ___ day of _____, 2022, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

By _____
Signature

_____
Print Name

_____
Title

Note: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

_____
(Surety)

_____
(Address)
_____

By _____
Signature

_____
Print Name

_____
Title

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.

FIRST INDUSTRIAL, REALTY TRUST, INC.

By:_____ Date: _____

David Lichtwardt, Sr. Construction Manager

PROPOSAL

DOUBLE D PIPELINE, INC
42166 RIO NEDO
TEMECULA, CA 92590
LIC: A544467
PHONE: (951) 296-6320
FAX: (951) 296-6325

TO: First Industrial — **6-Aug-21** — **8-Feb-22**
Attn: Dave Lichtwardt — **BID** — **APP**
RE: First Pioneer Logistics
PRIVATE WAGE
DOUBLE D PIPELINE, INC. PROPOSES TO FURNISH AND INSTALL, PER PLANS AND SPECIFICATIONS AND SUBJECT TO CONDITIONS PER THIS AGREEMENT THE FOLLOWING:

Item	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	QTY	UNIT	UNIT PRICE	EXTENSION	DIFF
	BID SET									
	SEWER (Sheets 2 - 5 of 5 dated 7/26/21)									
	Mobilization	1	LS	12,150.00	12,150.00	1	LS	12,150.00	12,150.00	-
	Traffic Control, (Per Watch Manual)	1	LS	3,760.00	3,760.00	1	LS	3,760.00	3,760.00	-
	A/C Removal, Cold Mix, (no permanent repave)	600	SF	9.00	5,400.00	800	SF	9.00	7,200.00	1,800.00
	Remove Existing 48" Sewer MH's & 1207' 24" Sewer Pipe	1	LS	18,410.00	18,410.00					(18,410.00)
	Remove Existing 48" Sewer MH & 320' 30" Sewer Pipe					1	LS	21,700.00	21,700.00	21,700.00
	Remove Existing 48" Sewer MH's & 1150' 24" Sewer Pipe					1	LS	18,410.00	18,410.00	18,410.00
	24" Concrete Seal Per Detail	2	EA	670.00	1,340.00	2	EA	670.00	1,340.00	-
	Connect to Existing 24" W/60" Sewer MH, A-101	1	EA	9,350.00	9,350.00					(9,350.00)
	Connect to Existing Sewer MH	1	EA	7,180.00	7,180.00					(7,180.00)
	Connect to Existing 30" W/60" Sewer MH, A-101					1	EA	15,630.00	15,630.00	15,630.00
	Connect to Existing 24" W/60" Sewer MH, A-101					1	EA	10,090.00	10,090.00	10,090.00
	24" VCP (includes import backfill on all pipe)	1604	LF	269.00	431,476.00					(431,476.00)
	36" HDPE Pipe (includes import backfill)					1522	LF	268.00	407,896.00	407,896.00
	Concrete Encasement (Type A)					357	LF	71.00	25,347.00	25,347.00
	Concrete Encasement (Type B)					363	LF	237.00	86,031.00	86,031.00
	6" VCP	36	LF	59.00	2,124.00					(2,124.00)
	60" Sewer MH, A-101	5	EA	5,420.00	27,100.00	4	EA	6,470.00	25,880.00	(1,220.00)
	60" Shallow Sewer MH's, A-101 (not enough detail)					2	EA	7,810.00	15,620.00	15,620.00
	6" Sewer C/O, A-105	1	EA	880.00	880.00					(880.00)
	Pressure Test	1	LS	1,440.00	1,440.00	1	LS	1,440.00	1,440.00	-
	Sewer Video & Inspection	1	LS	1,260.00	1,260.00	1	LS	1,260.00	1,260.00	-
	Raise MH's Once	6	EA	480.00	2,880.00	8	EA	480.00	3,840.00	960.00
	Raise C/O Once	1	EA	140.00	140.00					(140.00)
	Subtotal				**524,890.00**				**657,594.00**	**132,704.00**
	APPROVED SET									
	SEWER (Sheets 2 - 5 of 5 dated 2/01/22 & 2/07/22)									
	EXCLUDES BYPASS SYSTEM									
	Mobilization	1	LS	12,150.00	12,150.00					
	Traffic Control, (Per Watch Manual)	1	LS	3,760.00	3,760.00					
	A/C Removal, Cold Mix, (no permanent repave)	800	SF	9.00	7,200.00					
	Remove Existing 48" Sewer MH & 320' 30" Sewer Pipe	1	LS	22,700.00	21,700.00					
	Remove Existing 48" Sewer MH's & 1150' 24" Sewer Pipe	1	LS	18,410.00	18,410.00					
	24" Concrete Seal Per Detail	2	EA	670.00	1,340.00					
	Connect to Existing 30" W/60" Sewer MH, A-101	1	EA	15,680.00	15,630.00					
	Connect to Existing 24" W/60" Sewer MH, A-101	1	EA	10,090.00	10,090.00					
	36" HDPE Pipe (includes import backfill)	1522	LF	268.00	407,896.00					
	Concrete Encasement (Type A)	357	LF	71.00	25,347.00					
	Concrete Encasement (Type B)	363	LF	237.00	86,031.00					
	60" Sewer MH's, A-101	4	EA	6,470.00	25,880.00					
	60" Shallow Sewer MH's, A-101 (not enough detail)	2	EA	7,810.00	15,620.00					
	Pressure Test	1	LS	1,440.00	1,440.00					
	Sewer Video & Inspection	1	LS	1,260.00	1,260.00					
	Raise MH's Once	8	EA	480.00	3,840.00					
	TOTAL AMOUNT				**657,594.00**					

Approved plans:

Respectfully Submitted

_____
Dan Trieger
Double D Pipeline, Inc.

MISSION CLAY PRODUCTS LLC

A COMPLETE LINE OF CLAY PIPE PRODUCTS
MANUFACTURERS OF BAND-SEAL®
SEWER PIPE AND FITTINGS

PLEASE REMIT TO:
P.O.Box 1839
Corona, California 92878-1839
951-736-1881 - Fax 951-549-8280

Southern Sales Office
Corona, California
951-277-4600
Northern Sales Office
Oakland, California
510-568-0800

Invoice 28980

Customer Order	Sales Order	Invoice Date	Page
2112-1		02-03-22	1

Bill To: 5102
DOUBLE D PIPELINE, INC.
42166 RIO NEDO
TEMECULA, CA 92590

Ship To: 5102
DOUBLE D PIPELINE, INC.
ALABAMA & PIONEER
REDLANDS, CA

Sales Rep: GW RIV/SB/SD

Ln No	Item	Price UM	Shipped Qty	Nbr Pcs			Net Price	Extended Price
1	955 1000 1	EA	1.00	1			43578.00	43578.00

THIS INVOICE IS FOR CANCELLATION OF MATERIAL IN PRODUCTION

Payment Terms Net 30 Days

Customer Job Number: 2112-1
Job Number: 21-7334

Due
03-05-22 $43,578.00

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

DISCLAIMER OF EXPRESS WARRANTY

1. There are no warranties which extend beyond the specification and descriptions stated on the order or on the label or directions included with shipment of the product. No agent, employee or representative of seller has any authority to bind seller to any affirmation, representation or warranty concerning the goods sold under this contract, and no such affirmation, or warranty shall be enforceable by the buyer or by anyone claiming through the buyer.

DISCLAIMER OF IMPLIED WARRANTIES

2. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE SPECIFICATIONS AND DESCRIPTIONS STATED ON THE ORDER OR DIRECTIONS INCLUDED WITH THE SHIPMENT. IT IS SPECIFICALLY AGREED THAT THE GOODS SOLD UNDER THIS CONTRACT ARE SOLD WITHOUT ANY WARRANTY OF MERCHANTABILITY. IT IS ALSO SPECIFICALLY AGREED THAT SELLER MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY WHATSOEVER.

REMEDIES IN THE EVENT OF CLAIM

3. In the event of claim in any manner relating to the nature of the product purchase, the buyer must submit to seller within ten days a full and final written statement of the claim, in the event of any such claim, the buyer’s sole and exclusive remedy shall be repair or replacement of the defective part or product (to be delivered at the place and in the manner originally ordered), or at the option of the seller, return of the purchase price. The parties agree that such replacement or refund shall be in lieu of all other remedies at law or in equity, including but not limited to the right of indemnity.

EXCLUSION OF CONSEQUENTIAL DAMAGES

4. Without in any manner limiting any other term of this agreement, the parties agree that in all events seller shall not be liable for damages for injuries to persons or property or other incidental or consequential damages under any tort; neglegence, strict, liability, contract, other legal or equitable theory, including indemnity. Seller shall have no liability for buyer’s cost of effecting cover, or for the loss of profit, revenue, or property arising out of the delivery, installation, or use of seller’s product, even if seller shall have been advised of the possiblity of such potential loss or damage. Seller shall not be liable for any delays or defaults in making delivery, including but not limited to action of any governmental authority, shortage of labor, raw materials, production facilities or transportation, labor difficulties, fires, floods or accidents.

INDEMNITY

5. Buyer shall indemnify and hold harmless the seller, its officers, agents, and employees, from and against any and all liabilities, damages and losses, including costs and expenses associated therewith, for death of or injury to any persons whomsoever and for the loss of, damages to, or destructions of any property whatsoever, caused by, arisen out of, or in any way connected with the delivery, installation, or use of the product purchased under this agreement from seller.

PARTIAL DELIVERIES

6. Each shipment under this or any other order is a separate contract, and failure of seller to deliver any shipment or any part of any shipment, or the nonconformity of any shipment or part of any shipment, does not relieve buyer of the obligation to accept and pay for the balance of the goods. In the event of any failure of tender by seller, seller reserves the right to promptly correct the tender upon written notification by buyer of the defect in tender.

RETURNED MERCHANDISE

7. Any material returned for credit is subject to verification by the seller.

LIMITATION OF TERMS

8. The agreement of the parties relating to any order for purchase is expressly limited to the terms herein; and any additional or different terms suggested by the buyer are hereby rejected, unless expressly assented to in writing by the seller.

ENTIRE CONTRACT

9. No employee, agent, or sales person, other than an authorized officer of the seller has the authority to waive or vary an term of this agreement for an order or to take oral order or make any sales or other terms or create any express or implied warranties of merchantability, fitness for purpose, or of title. The buyer hereby expressly agrees that any order for purchase from seller shall incorporate the terms and conditions stated herein.

JURISDICTION

10. This agreement shall be deemed to have been made in California and shall be interpeted, and the rights and liabilities of the parties be determined, in accordance with the laws of the State of California.

THIENES ENGINEERING, INC.

CIVIL ENGINEERING * LAND SURVEYING

14349 FIRESTONE BLVD. LA MIRADA, CA. 90638

TEL: (714) 521-4811 * FAX (714) 521-4173

CONTRACT ADDENDUM

COMPANY:	First Industrial Realty Trust, Inc.	CO #:	ECO3849b-25
PROJECT:	First Pioneer Logistics	JOB #:	3849b
REQUESTED BY:	Michael Goodwin	DATE:	1/20/2022
CLIENT JOB #:			

DESCRIPTION OF ADDITIONAL WORK

Pursuant to our conversation, the following requested items are out of scope from our original contract:

Public Sewer Plan Revision

Thienes Engieering shall revise the approved public sewer plan to upsize the sewer line from 24" to 36" per agency request. Structural calulcations may be required for shallow cover and will be under separate contract if needed.

Hours		Amt/hr	Description		Total
40	@	$205.00	Project Manager	=	**$8,200.00**
4	@	$270.00	Principal Engineer	=	**$1,080.00**
					$9,280.00

As we discussed the above services will be provided as:

- ☑ Fixed Fee of: **$9,280.00**
- ☐ Time and Material

Please review the above noted services and corresponding fees, sign and fax back to Thienes Engineering, Inc. Do not hesitate to contact us if you have any questions so that we can proceed with the above specified services in a timely manner.

Reviewed and Authorized by:

THIENES ENGINEERING, INC.		CLIENT:	First Industrial Realty Trust, Inc.
SIGNATURE:		SIGNATURE:	
PRINT NAME:	Brian L. Thienes	PRINT NAME:	
DATED:	1/20/2022	DATED:	

THIENES ENGINEERING, INC.

CIVIL ENGINEERING * LAND SURVEYING

14349 FIRESTONE BLVD. LA MIRADA, CA. 90638

TEL: (714) 521-4811 * FAX (714) 521-4173

CONTRACT ADDENDUM

COMPANY:	First Industrial Realty Trust, Inc.	CO #:	ECO3849b-26
PROJECT:	First Pioneer Logistics	JOB #:	3849b
REQUESTED BY:	Michael Goodwin	DATE:	2/1/2022
CLIENT JOB #:			

DESCRIPTION OF ADDITIONAL WORK

Pursuant to our conversation, the following requested items are out of scope from our original contract:

Sewer Structural Calculations

Thienes Engineering shall hire a qualified structural engineer to prepare structural calculations and details for a concrete structure over proposed shallow sewer.

Time and Material Budget: **$3,000.00**

As we discussed the above services will be provided as:

- ☐ Fixed Fee of:
- ☑ Time and Material $3,000.00 - Budget

Please review the above noted services and corresponding fees, sign and fax back to Thienes Engineering, Inc. Do not hesitate to contact us if you have any questions so that we can proceed with the above specified services in a timely manner.

Reviewed and Authorized by:

THIENES ENGINEERING, INC.		CLIENT:	First Industrial Realty Trust, Inc.
SIGNATURE:		SIGNATURE:	
PRINT NAME:	Brian L. Thienes	PRINT NAME:	
DATED:	2/1/2022	DATED:	

Rate Schedule

Principal Engineer	$270.00
Survey Technician	$160.00
2 Man Field Crew	$250.00
3 Man Field Crew	$290.00
Principal Surveyor	$270.00
Senior Design Draftsman	$190.00
Design Draftsman	$165.00
Project Manager	$205.00
Cad Technician	$130.00
Senior Survey Technician	$190.00
Senior Project Manager	$215.00
Research	$140.00

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/15/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Wastewater Capital Improvements - DIS	529920			$ 79,390.00
				$ $ 79,390.00

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

JUSTIFICATION: Use of available Development Impact Fees to construct a Wastewater Master Plan recommended Capital Improvement Project.

Requested By: John R Harris
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

"A City That Works"

City Council Meeting **J. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Video Series: Working for You (Public Information Officer Baker)

DISCUSSION:

For this evening's City Council meeting, staff will present a new video from the video series “Working for You: Making Redlands a Better Place.” The series highlights one employee each month, from various departments and divisions, specifically describing how that employee’s job fits into the larger mission of the City to improve residents’ lives and make Redlands a better place to live. The videos are available for viewing on the City’s website and social media platforms in addition to being shown in rotation on Redlands TV.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Carl Baker, Public Information Officer

"A City That Works"

City Council Meeting **J. 2.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

DISCUSSION:

For this evening's City Council meeting, Richard Corneille, of Accelerate Neighborhood Climate Action, will be presenting on the work the organization is doing within the City of Redlands in relation to the effects of climate change.

Attachments

ANCA Water Presentation

ANCA WATER PRESENTATION TO REDLANDS CITY COUNCIL

APRIL 19, 2022

RICHARD CORNEILLE, PE

CLIMATE CHANGE IS AFFECTING WATER SUPPLY WORLD-WIDE

- **EXTREME WEATHER EVENTS (DROUGHTS AND FLOODS)**
- **MELTING OF GLACIERS & ICE CAPS**
- **HIGHER TEMPERATURES INCREASE DEMAND FOR WATER**



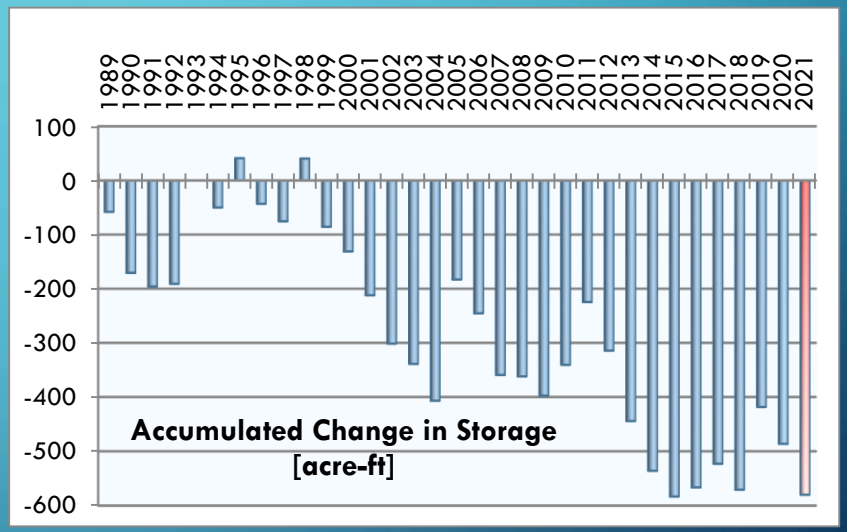
CLIMATE CHANGE IS AFFECTING WATER SUPPLY IN CALIFORNIA

- **MEGA DROUGHT THROUGHOUT STATE**
- **LESS SIERRA SNOWPACK**
- **STATE RESERVOIRS AT LOWEST LEVEL IN HISTORY**



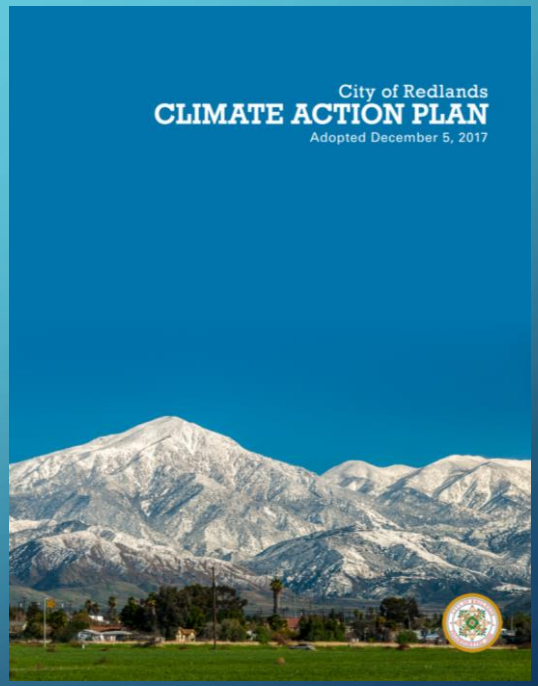
CLIMATE CHANGE IS AFFECTING REDLANDS WATER SUPPLY

- LESS SURFACE WATER FOR REDLANDS WATER TREATMENT PLANTS
- LESS SURFACE WATER FOR GROUNDWATER RECHARGE
- BUNKER HILL GROUNDWATER BASIN AT HISTORIC LOWS



REDLANDS HAS PROGRAMS TO ADDRESS WATER SUPPLY DEFICITS & WATER CONSERVATION

- DIVERSIFIED WATER SUPPLY PORTFOLIO
- UWMP & WATER SHORTAGE CONTINGENCY PLAN
- WATER CONSERVATION REBATES
- GROUNDWATER COUNCIL MEMBERSHIP
- 2017 CLIMATE ACTION PLAN



ANCA CAN HELP **IMPLEMENTING** THE CLIMATE ACTION PLAN & WATER CONSERVATION ACTIONS

- **NEIGHBORHOOD EDUCATION ON CLIMATE CHANGE**
- **"HOW TO" WORKSHOPS ON HOW RESIDENTS CAN REDUCE THEIR CARBON FOOTPRINT**
- **GRASS ROOTS NEIGHBORHOOD ACTIONS TO ADDRESS CLIMATE CHANGE**



This Photo by Unknown Author is licensed under CC BY

EXAMPLE WATER CONSERVATION ACTIONS NEIGHBORHOODS CAN IMPLEMENT

- LANDSCAPE CONVERSIONS
- INSTALLATION OF EFFICIENT IRRIGATION SYSTEMS
- RETAINING & USING RAINWATER ON THEIR PROPERTIES
- PLANTING TREES



THANK YOU!

ADDITIONAL INFORMATION

ANCAINLANDEMPIRE@GMAIL.COM

"A City That Works"

City Council Meeting **J. 3.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Human Relations Commission by Stephanie Hastings-Miranda (Assistant City Manager McConnell)

DISCUSSION:

For this evening's City Council, Commission Chair Stephanie Hastings-Miranda will be presenting the Human Relations Commission's Annual Report.

SUBMITTED BY:
Beatris Ordaz

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

Attachments

HRC Annual Report

Human Relations Commission

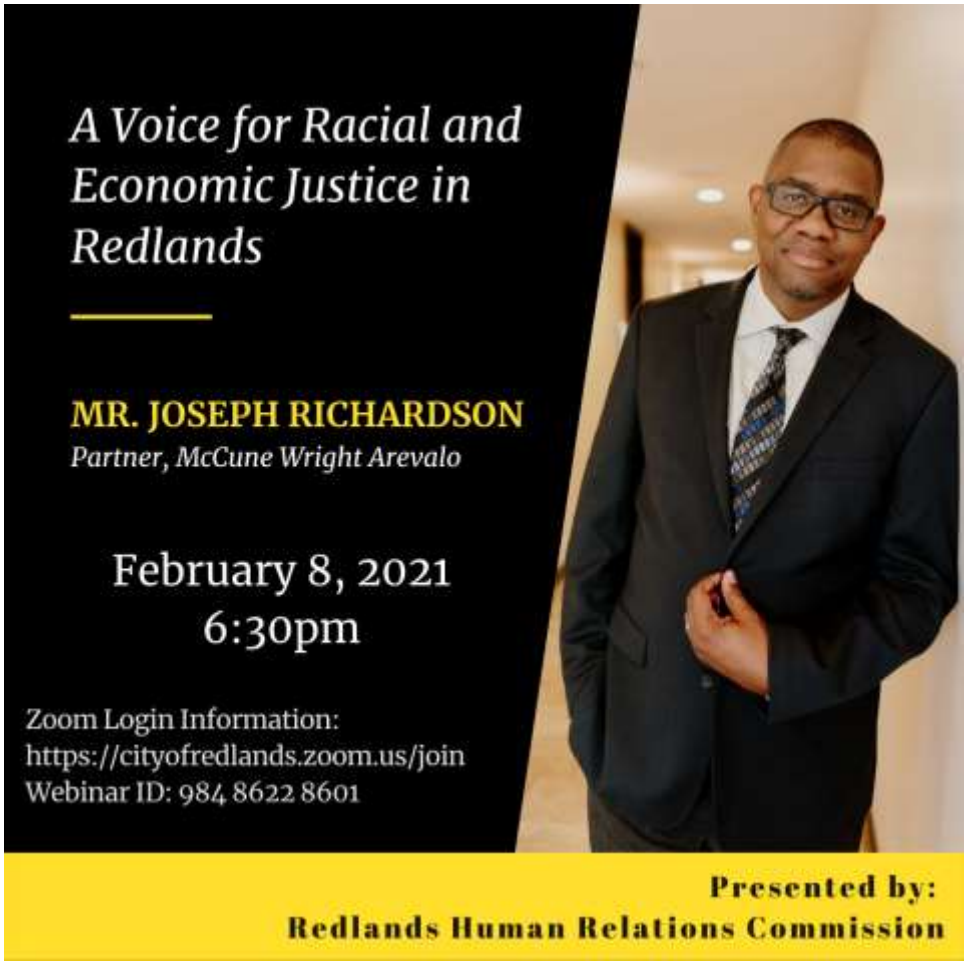
2022 REPORT

PRESENTED BY STEPHANIE HASTINGS MIRANDA

FEBRUARY 21

Racial Justice Guest Speaker

- embrace racial equity as an ethical obligation
- have difficult conversations to build common ground
- Event attended by more than 50 people



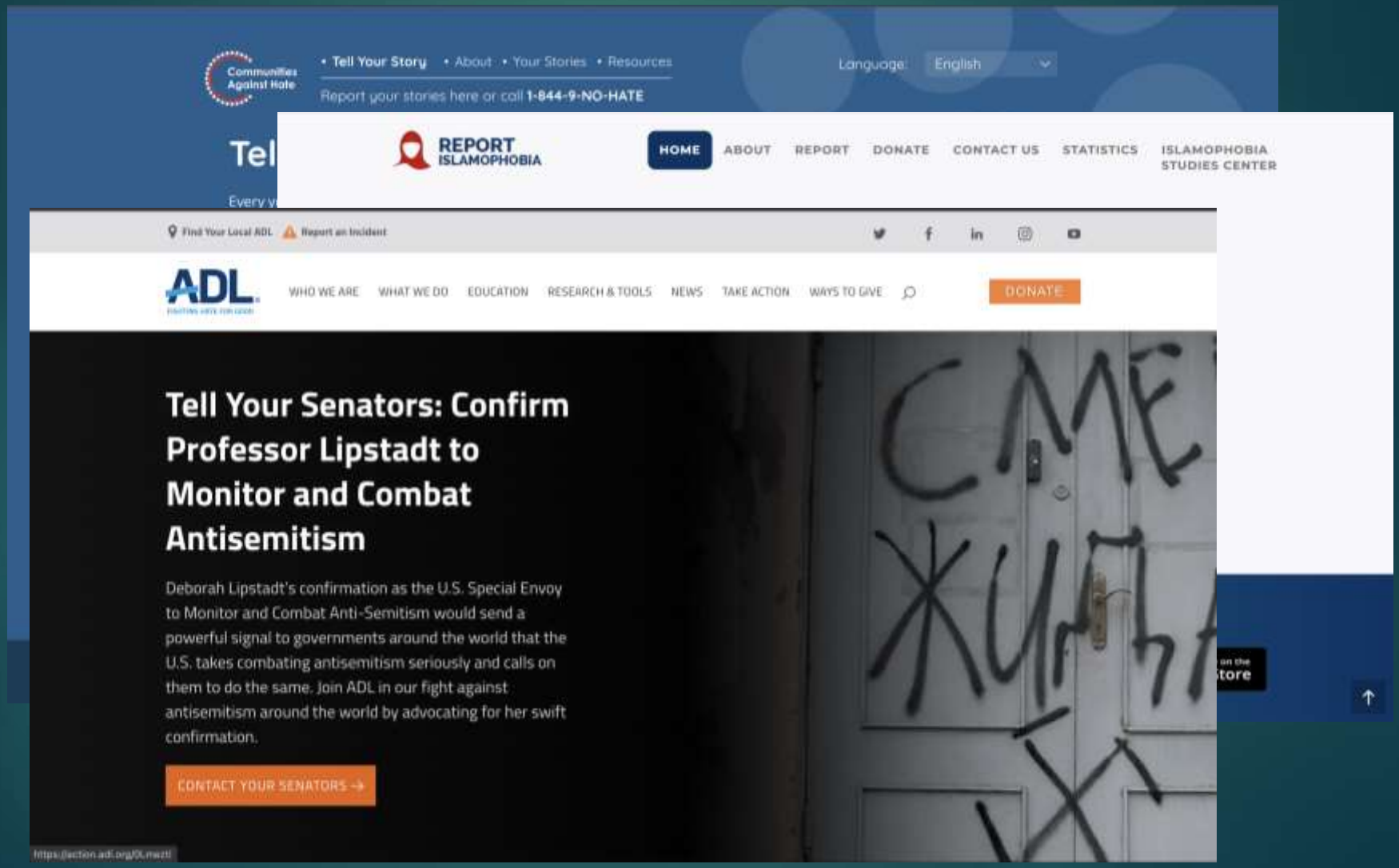
March + May 21

Understanding Impact of Hate Crimes

- Data from the Redlands Police Department shows no significant increase in hate crimes from 2018-2020
- However, hate crimes are notoriously underreported
- *AND Incidents of Hate* would not be included in these numbers


STOP AAPI HATE
Our communities stand united against racism. Hate against Asian American Pacific Islander communities has risen during the COVID-19 pandemic.
Together, we can stop it.
ACT NOW
Report a hate incident in:
Select language

Reporting Tools



Juneteenth 2021



Proclamation

WHEREAS, the City of Redlands recognizes JUNETEENTH as a citywide celebration on Saturday, June 19, 2021, in recognition of the day news reached the Black community in Texas of their emancipation from slavery on June 19, 1865, also known as Juneteenth Independence Day or Emancipation Day; and

WHEREAS, at 2:00 p.m. on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as enslaved within any State in rebellion against the United States "shall be then, thenceforward, and forever free;" and

WHEREAS, the Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million enslaved people, ultimately serving as the catalyst for the announcement of General Order No. 3 by United States Army general Gordon Granger, proclaiming freedom from slavery in Texas; and

WHEREAS, Congress ultimately passed the Thirteenth Amendment to the United States Constitution, which abolished slavery throughout the United States and its territories; and

WHEREAS, Juneteenth is now celebrated in most of the 50 states, with nearly all states recognizing Juneteenth in some form through celebrations, speeches, educational events, festivals and family gatherings, also being the oldest nationally-celebrated commemoration of the ending of slavery in the United States and having been celebrated by the Black community for over 150 years; and

WHEREAS, the City Council, joining the University of Redlands Black Student Faculty Staff Administrators and Alumni (BSFSAA), Black Student Union (BSU) and Campus Diversity & Inclusion (CDI), Unity in the Community, and the Human Relations Commission, gratefully acknowledges the contributions made by Black community members to the enrichment of the City of Redlands. The Council further recognizes those who have worked to document, preserve, and proclaim the rich untold stories of Black history for the University of Redlands Inaugural Juneteenth Celebration, including Dr. Jeneille Tilton, Wilmer Amina Carter, Richard Diggs, Denise Diggs, Bishop Jackie Green, and the Family of Dr. Amos Isaac; and

WHEREAS, in conjunction with the University of Redlands Inaugural Juneteenth Celebration, the A.K. Smiley Public Library is also launching the Redlands Community History Initiative, a project put together by the Special Collection Division of the Library to honor and recognize the lesser known diverse contributions that made Redlands the City it is today;

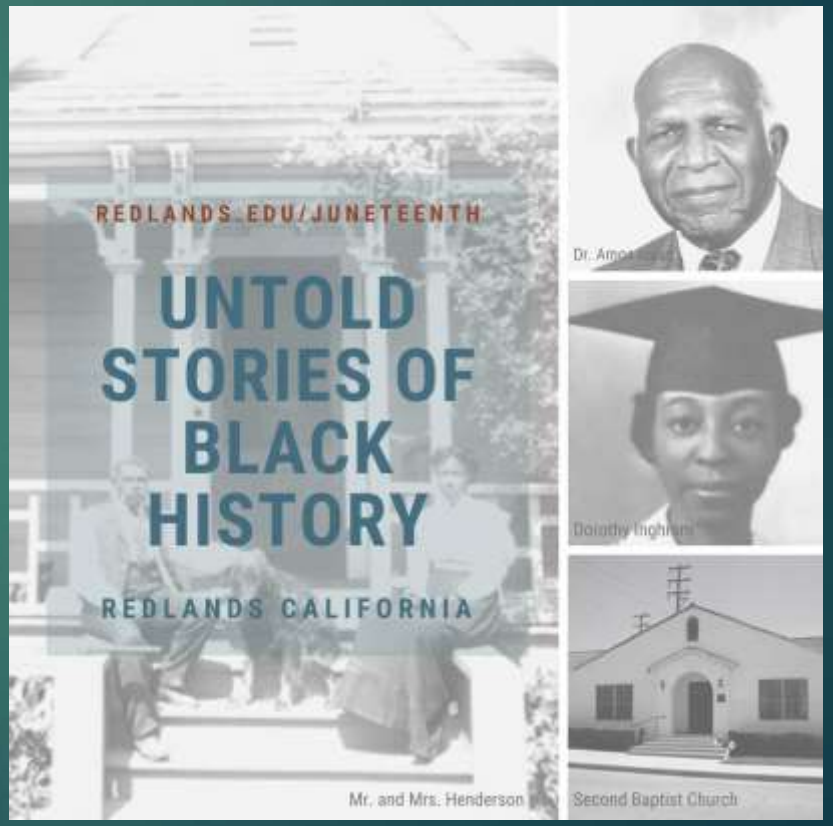
NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Redlands does hereby recognize June 19, 2021 as Juneteenth and encourages all residents to reflect on and honor the significant contributions that Black Americans have made to our nation, and to addition encourages its residents to share their unique story by visiting: https://www.aksmi.org/news-events/redlands-community-history-initiative/.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of June, 2021.

Paul T. Barich, Mayor

Attest:

Jeanne Donaldson, City Clerk



Inclusionary Housing





Looking to 2022

FOCUS ON COMMUNITY ENGAGEMENT AND CURRENT EVENTS

"A City That Works"

City Council Meeting **J. 4.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Airport Advisory Board by Vice Chair Michael Sullivan (Assistant City Manager Chris Boatman)

DISCUSSION:

For this evening's City Council Meeting, Vice Chair Michael Sullivan will be presenting the Airport Advisory Board's Annual Report.

"A City That Works"

City Council Meeting **J. 5.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Street Tree Committee by Chairman Andy Hoder (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council meeting, Chairman Andy Hoder will present the Street Tree Committee Annual Report.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

"A City That Works"

City Council Meeting **J. 6.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council meeting, Chairman Michael Day will be presenting the annual report of the Citrus Preservation Commission.

"A City That Works"

City Council Meeting **J. 7.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the City Treasurer's compensation and consideration of Resolution No. 8332 (Mayor Pro Tem Tejeda)

MOTION(S):

If the City Council concurs with Mayor Pro Tem Tejeda's recommendation, the following motion is provided:

I move to approve Resolution No. 8332.

RECOMMENDATION:

It is recommended by Mayor Pro Tem Tejeda that the City Council approve Resolution No. 8332 increasing the compensation for the City Treasurer to $1,400 per month effective May 2, 2022.

DISCUSSION:

In accordance with Government Code Section 36517, the City Treasurer's compensation is set by Resolution of the City Council. The City Council may change the City Treasurer's compensation through the adoption of new Resolution approved by a majority vote of the Council. It is at the Council's discretion to set the City Treasurer's compensation as there are no particular state law procedures that can be followed. Resolution No. 7176 adopted in 2012, is the most current Resolution setting forth the City Treasurer's salary at $6,000 per year or $500 per month.

At the City Council meeting of April 5, Mayor Pro Tem Tejeda suggested that the compensation for the City Treasurer should be increased to $1,400 per month to bring him in line with the compensation amount recently approved for City Council Members. Further, Mayor Pro Tem Tejeda requested the matter be agendized for next City Council meeting of April 19.

Should the City Council concur with Mayor Pro Tem Tejeda's recommendation, staff has prepared Resolution No. 8332 which would increase the compensation of the City Treasurer to $1,400 per month effective May 2, 2022, which is the first day of the next pay period following adoption of the Resolution if it were to be adopted this evening.

ALTERNATIVES:

The Council could reject this proposed resolution or set the compensation at a lower amount.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Mayor Pro Tem Tejeda

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Discussion:
The proposed resolution if adopted would increase the City Treasurer's salary to $16,800 per year. The General Fund impact to the current Fiscal Year is approximately $1,800, which can be absorbed in the current year.

Attachments

1. Resolution No. 7176
2. Resolution No. 8332

RESOLUTION NO. 7176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
ESTABLISHING COMPENSATION FOR
THE ELECTIVE OFFICE OF THE CITY TREASURER

WHEREAS, Government Code section 36517 provides that the compensation for the elective office of the City Treasurer shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the compensation for the elective office of the City Treasurer effective for the City Treasurer elected by the voters for November 6, 2012 regular City municipal election;

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

Section 1. The compensation for the elective office of the City Treasurer effective for the City Treasurer elected by the voters for the November 6, 2012 regular City municipal election is Five Hundred Dollars ($500) per month.

ADOPTED, SIGNED AND APPROVED this 5TH Day of June, 2012.

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

I, Sam Irwin, City Clerk of Redlands, hereby certify that the foregoing Resolution No. 7176 was duly adopted by the City Council at a regular meeting thereof, held on the 5th day of June, 2012, by the following vote:

AYES: Councilmembers Harrison, Bean, Foster, Gardner; Mayor Aguilar
NOES: None
ABSENT: None
ABSTAIN: None

Sam Irwin, City of Redlands

I:\cclerk\Resolutions\Res 7100-7199\7176 City Treasurer Compensation.doc

RESOLUTION NO. 8332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY TREASURER AND RESCINDING RESOLUTION NO.7176

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Treasurer shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and benefits approved for the elective office of the City Treasurer as of May 2, 2022;

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

Section 1. The monthly compensation for the elective office of the City Treasurer shall be Fourteen Hundred Dollars ($1,400).

Section 2. Resolution No. 7176 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

L:\ca\Reso\8332 City Treasurer Compensation.docx.jn

"A City That Works"

City Council Meeting **K. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: GUADALUPE COBANOV, APPLICANT
(Mayor to declare meeting open as a public hearing)

PUBLIC HEARING to consider the following applications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000), and associated California Environmental Quality Act Exemptions:

1. **Resolution No. 8321** (**Historic Designation No. 135)** designating the property located at 1605 Calvary Circle as a Historic Resource (Historic and Scenic Resource No. 135).

2. **Resolution No. 8322** (**Specific Plan No. 40, Amendment No. 47)**, approving Amendment No. 47 to Specific Plan No. 40 to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(B) (Road Standards), Section EV4.0155(A) (Special Landscaped Streets), and Section EV4.0125(2) (Setbacks and Intersections) to amend the required road right-of-way requirements for the property located at 1605 Calvary Circle.

3. **Resolution No. 8323** (**Conditional Use Permit No. 1107)** approving Conditional Use Permit No. 1107 for the adaptive reuse of the property located at 1605 Calvary Circle.

4. **Resolution No. 8324** (**Variance No. 799)** approving Variance No. 799 relating to a front yard and parking lot setback requirements for property located at 1605 Calvary Circle.

5. **Resolution No. 8325** (**Historic Parking Modification No. 31)** approving a Historic Parking Modification No. 31 in connection with the adaptive reuse of the property located at 1605 Calvary Circle.

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the recommendations of the Historic and Scenic Preservation Commission and the Planning Commission are appropriate, the following motion is provided:

I move that the City Council adopt Resolution Nos. 8321, 8322, 8323, 8324, and 8325.

COMMISSION RECOMMENDATION:

The Historic and Scenic Preservation Commission (HSPC) reviewed the request to adaptively reuse the single family dwelling as a medical office on July 10, 2019 and again on November 4, 2022, after the project transitioned to the current owner, as well as the applicant's related request to nominate the structure as a locally designated historic resource (Historic Resource No. 135). The applicant worked with this Commission to incorporate its design comments to implement the best rehabilitation practices of the Secretary of the Interior's Standards for the Treatment of Historic Properties in finalizing the design of the

project. The HSPC indicated its support for the adaptive reuse project as an effort to encourage the building's long-term preservation and continued use, unanimously recommending that the City Council locally designate the property, and making recommendations to the Planning Commission and City Council that these respective bodies recommend approval and approve the adoption of the Specific Plan Amendment, Conditional Use Permit, Variance, and Historic Parking Modification to facilitate the project.

On February 22, 2022, the Planning Commission reviewed Specific Plan No. 40, Amendment No. 47, Conditional Use Permit No. 1107, Variance No. 799, and Historic Parking Modification No. 31, and unanimously voted to recommend that the City Council determine the project is exempt from the California Environmental Quality Act subject to Section 15061(b)(3), Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations), and approve the project.

BACKGROUND:

Project Description: The project is proposed at 1605 Calvary Circle, located on the south side of Calvary Circle, and at the northwest corner of Alabama Street and Barton Road (see Attachment A – Location Map & Aerial Photograph). The proposal includes the following applications (See Attachment B, Project Plans):

1. Historic Resource Designation to designate the property located at 1605 Calvary Circle as a locally designated historic resource;
2. Amendment to the East Valley Corridor Specific Plan (Specific Plan No. 40) to amend the required road right-of-way and streetscape landscaping requirements along the project site's Alabama Street frontage (which will reduce the amount of dedication required and allow greater flexibility in the street landscaping design);
3. Conditional Use Permit to adaptively reuse the existing single family dwelling as a medical office;
4. Variance for a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property; and,
5. Historic Parking Modification allow a reduction in the width of landscape planters to 3 feet, allow up to 4 compact parking stalls, without requiring 25 standard spaces, allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area, and allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

ANALYSIS:

A) General Plan

The proposed project is located in the Office land use designation of the General Plan (Attachment C – General Plan Land Use Map), which designates are for the development of a wide range of office types, including general office, medical, and other professional uses, as well as ancillary commercial uses. The 2035 General Plan addresses topic areas including those promoting office and commercial land uses and the preservation of historic resources. See Attachment D, General Plan Policies, for a list of applicable policies and the project's consistency with each.

The proposed adaptive reuse and rehabilitation project furthers the implementation of the policies within the General Plan and ensures the long-term preservation of a local historic resource.

B) East Valley Corridor Specific Plan

The project site is located within the Administrative Professional District of the East Valley Corridor Specific Plan (Attachment E – Zoning Map), which supports businesses and professions which provide services primarily from offices and maintain no stock of foods for retail trade. This district provides a transition or buffer between more intensive commercial areas and major arterials and residential land uses. The East Valley Corridor Specific Plan provides the current development standards for the Administrative Professional District, a detailed analysis for which has been provided in Attachment F – Development Standards.

The project includes a request to convert a residential building from a residential use to an office use. The East Valley Corridor Specific Plan does not specifically address this in the Administrative Professional District, however the use of an office use in a residential structure is not prohibited in the district and would otherwise be permitted in the Administrative Professional District. As such, staff has used the provisions for the conversion of a residential structure within the provisions of the City's Municipal Code (Sections 18.156.390 through18.156.420). This approach was utilized to approve other similar conversions of residential structures to office uses within the same zoning designation, including the conversion of the Barton House (Conditional Use Permit No. 803), located north of Barton Road on Nevada Street. The Municipal Code allows for the conversion of certain structures subject to specific requirements and under the approval of a Conditional Use Permit.

C) Historic Resource Designation

Section 2.62.180 of the RMC provides that any person or group may request the nomination and designation of a resource by submitting an application to the Historic and Scenic Preservation Commission.A nominated or designated resource may include single structures or sites, portions of structures, urban design features, manmade or natural landscape elements, or works of art that are fifty (50) years old or older.

The criteria set forth in Section 2.62.170 is used to determine if the nominated resource is significant.Based on the inventory survey submitted by the applicant, staff recommends that the subject property meets the following criterion for designation as follows: Based upon consideration of the Determination of Eligibility and the updated DPR form, three local eligible criteria are recommended as being met for designation as a historic resource.These include:

Chapter 2.62.170(F): “It embodies elements of architectural design, detail, materials, or craftsmanship that represents a significant architectural innovation;”

Chapter 2.62.170(H): “It has unique design or detailing.”

Chapter 2.62.170(I): “It is a particularly good example of a period or style.”

Response: The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling’s front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch’s cap roof, multiple roof planes, large overhangs with exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double-hung windows on the first floor, the mild pitched lower roof, flat porch roof. The inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

Following the designation of the historic resource, exterior alterations, demolition, moving of the structure, or other permanent change to the property will require review by City staff and the Historic and Scenic Preservation Commission and will be subject to the provisions of Article III of Chapter 2.26 of the RMC (Application for Certificate of Appropriateness).

The structure, while in need of rehabilitation, has not been significantly modified over the years. Permit history is limited and indicates a reroof in the 1990s. Google Street View and Google Street photography indicates that an addition was previously constructed to the rear of the dwelling that was not compatible with the architectural style, and was subsequently removed, exposing the previous framing of the original exterior wall. While this has a minor effect on the integrity of the building, the remaining building is largely intact. The applicant intends to rehabilitate the structure and construct a new two-story addition to the

rear of the building.

The applicant does not intend to include the accessory structure (garage) as part of the nomination, as it is utilitarian is nature and would not meet the eligibility criteria as a historic structure. The applicant proposed to return with a request to demolish the structure, to accommodate parking lot improvements necessary for the adaptive reuse and preservation of the primary structure.

D) Specific Plan Amendment

A Specific Plan Amendment is proposed as part of the project scope to amend Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(b) (Road Standards), Section EV4.0115(a)(Special Landscaped Streets), and Section EV4.0125(2) (Setbacks at Intersections) to amend the required road right-of-way requirements of a 300 linear foot segment of Alabama Street on the north side of Barton Road (from a width of 120 feet to 110 feet), allow for a 50 foot half-width on the western side and a 60 foot half-width on the eastern side of Alabama Street, and exclude the segment of Alabama Street from the special landscape street and intersection design requirements.

Currently, the East Valley Corridor Specific Plan would require that the property provide ten (10’0”) additional feet of right-of-way dedication along Alabama Street, and utilize special landscaping street and intersection design requirements. Due to the unique shape of the parcel, the loss of 10 additional feet to the property would render an adaptive reuse project infeasible, as the property would no longer be able to retain enough room for the required parking lot and landscaping improvements. As indicated above, the General Plan supports adaptive reuse projects as a preservation mechanism for historic resources. The emphasis of historic adaptive reuse is to retain as much of the historic character and features as possible. Implementing the special landscape street and intersection standards would require substantial alteration to historic elements of the property and would require the removal of existing mature trees and affect a historic garden wall intended to remain on the property. In addition, the implementation of special intersection landscaping standards would be difficult due to topographical differences at the intersection and would require substantial grading and additional retaining walls to incorporate room for additional trees that would be located outside of the corner cut-off area to ensure safe intersection visibility protection. The subject property would be the sole property affected by the Specific Plan Amendment, and as such, the change would be very limited in scope and would not affect other sections of Alabama Street. The amendment would allow the property to be adaptively reused without additional dedication and would allow the Planning Commission and City Council to review the site design with a historic preservation scope in-mind.

The Municipal Utilities and Engineering Department has reviewed the potential effects of the Specific Plan Amendment related to roadway improvements along

this property's eastern frontage and determined that it is unlikely that such dedication would be utilized for street widening due to the existing and foreseen needs of this intersection and the difficulties and potential impacts upon historic improvements and topographical differences. A legislative version of the proposed changes has been included as Attachment G – Specific Plan Amendment.

E) Conditional Use Permit

As referenced in the analysis above, a Conditional Use Permit is required to establish a non- residential use in a residential building. The medical office use would essentially replace the residential use of the structure and allow the building and property to be adaptively reused in this capacity, aiding in its long-term viability and rehabilitation. The Conditional Use Permit application includes:

1. The approval of a nonresidential use (medical office) in a residential structure;
2. Construction of a two-story 1,238 square foot addition to the rear (a 51% enlargement);
3. Façade improvements, including a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new turned solid wood architectural columns on the addition, new rafter tails on the addition, similar compatible materials (shingles and siding on addition to match existing materials), a new ADA accessible ramp and guard rail; and
4. Construction of related on-site improvements, including a parking lot and landscaping planters, which will require the removal of an existing accessory building, subject to approval of a subsequent demolition application.

To adaptively reuse a residential building for a non-residential use, RMC Section 18.156.410 indicates that the building must have historical, architectural, cultural or aesthetic interest or value to the community proposed to be preserved or continued. The Historic and Scenic Preservation Commission (HSPC) has reviewed the proposed property and made a recommendation to the City Council to designate the property as a local historic resource, indicating that the property meets three of the City's historic eligibility criteria for designation, Criterion F, H, and I, as referenced above.

Documentation of the property's historic significance has been prepared on Department of Parks and Recreation (DPR) forms, reviewed by the HSPC, included as Attachment H – DPR Forms. The structure represents the Queen Anne-Victorian architectural style and front porch, which influences from the beginning of the Craftsman style as seen in the dwelling's front windows. As such, the structure appears to represent a transitional example between the two styles. The Queen Anne style is seen through significant characteristics such as the turret-bay tower, at the northwest corner, featuring curved glass windows on each floor and witch's cap roof, multiple roof planes, large overhangs with

exposed elliptical cut rafters and exposed eaves, a large wrap around porch, cylindrical Corinthian columns, and decorative moldings. The dwelling is built on a rock foundation, and utilizes shingles and shiplap on the exterior.

The significant characteristics of the Craftsman style seen include the three large square double- hung windows on the first floor, the mild pitched lower roof, flat porch roof. The historic inventory form suggests that the architect, who is unknown, may have been more inclined to emphasize the Queen Anne style, which was popular in 1905, and may have been experimenting with elements of the beginning of the Craftsman style.

The proposed conversation will include a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet). The addition and the rehabilitation has been designed utilizing the Secretary of the Interior's Standards for the Treatment of Historic Properties, in a manner to respect the original design of the historic structure and will retain the original appearance of a single family dwelling. The new addition will integrate a design that is compatible and consistent with the original structure, while implementing the Historic and Scenic Preservation Commission's comments for subtle differentiation of the columns and rafter tails of the new addition to differentiate new work from the original work, as recommended by historic preservation practices. While the HSPC has reviewed and indicated their support the design of the project, a Certificate of Appropriateness application for the exterior improvements will be required by the HSPC, upon approval and recordation of the historic designation, as incorporated in the Conditions of Approval.

RMC Section 18.156.420 discusses the property development standards required for non-residential uses in residential buildings. These are discussed below:

1. *The residential structure shall be improved to conform with the requirements of the Fire and Building and Safety Departments.Their requirements shall be developed from a careful study of each structure and the appropriate building and fire ordinances of the City.It is anticipated that all possible alternatives will be explored to retain the structure and still comply with the spirit and intent of the codes.*

   The project will be required to comply with all requirements of the Building and Fire Code. With historic designation of the property, the project will be able to utilize the California Historic Building Code to aid in additional flexibility to retain the structure and comply with the spirit and intent of the code. The Fire Department has provided conditions of approval, which require the applicant to provide adequate fire flow, follow the California Fire Code requirements, maintain minimum fire hydrant flow rates and distance requirements, provide an unobstructed fire access to the building, adequately address the building to commercial standards, and provide a knox box and fire sprinklers.

2. *The exterior of the structure shall not be modified in a manner that would alter its residential character.*

   The design of the project will retain the residential character and architectural design of the structure. The addition to the building has been designed to be compatible and consistent with the design of the structure, without detracting or calling attention away from the primary, historic portion of the building.

3. *The Commission may require complete exterior renovation of the structure, including repainting and reroofing.*

   The project scope already increases the complete exterior renovation of the structure, including a reroofing with a new 50-year asphalt shingle roofing material, new decorative corbels at a basement stairway, new simplified turned solid wood architectural columns to differentiate the new columns from the existing columns, new simplified rafter tails on the addition to differentiate the new columns from the existing, similar compatible materials (shingles and siding on addition to match existing materials), and a new ADA accessible ramp and guard rail.

4. *Off-street parking shall be provided as required in Sections 18.152.140 through 18.152.320 of the Redlands Municipal Code. No parking permitted in any existing front-yard area.*

   The residential structure is proposed to be adaptively reused as a medical office. Medical offices are required to provide 1 parking space per 200 square feet of gross floor area with a minimum of five (5) parking stalls. The total parking required on-site is nineteen (19) parking stalls. As designed, the project complies with the amount of parking stalls required. Due to the unique shape of the parcel, which originally only anticipated a narrow northern portion to accommodate a residential driveway, a Historic Parking Modification and Variance application have also been submitted, which will provide the property flexibility to meet the parking requirements, given the property constraints and the difficulties involved with adaptive reuse projects, within the intent of the parking requirements.

5. *One identification sign containing the name of the business and/or use, not exceeding twenty square feet in area, is permitted. In reviewing the sign, special emphasis will be placed on the proper integration of the sign with the project.*

   The applicant has not submitted any plans for signage, however, room for a future monument sign has been accommodated on the site plan as part of planning the site design. Prior to the development of any signs on the property, subsequent approval from the Planning and Historic and Scenic

Preservation Commission for any signs.

F) Variance

The applicant is requesting a variance for two specific areas in order to allow the property to have enough area to meet the development standards for parking lots and accessibility (Attachment I – Applicant's Variance Request). RMC Section 18.196.010 states that the purpose of a variance shall be to ensure that no property, because of special circumstances applicable to it (such as size, shape, topography, location or surroundings) shall be deprived of privileges commonly enjoyed by other properties in the same vicinity. The variance requests are:

1. Reduction in the parking lot setback from 15 feet to 0 feet adjacent to Alabama Street, with modified parkway standards, to accommodate the adaptive reuse and long-term preservation of the property.
2. Reduction in the front yard setback by 20% (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate the required ADA-accessibility improvements.

The subject parcel is irregularly shaped, with the existing single family dwelling located on the widest part of the lot at a higher elevation, and the usable area for the development of a parking lot extending on a narrower finger sloping downwards towards Calvary Circle. The area for the parking lot is 60 feet in width, and needs to incorporate landscape planters, 19 foot deep parking lot stalls, a 26 foot wide driveway, 15 foot deep compact parking stalls, and 8 foot wide parallel parking stalls. As indicated in the background above, when the existing parcel was created as part of the recordation of an earlier parcel map, there were no known plans for the adaptive reuse of the property, as the area transitioned through the development of adjacent commercial and high density uses after this time. As such, the shape and size of the lot was driven towards maintaining access for a single family dwelling and allowing enough room for the development of the commercial day care facility located to the west. As such, there are constraints created by the properties unique shape, the adjacency of the property along streets on three sides, creating larger setbacks on three sides of the property, the sloping topography of the lot, and the existing placement of the historic resource.

The variance would be essential for the conversion of the property to an office use. The property is currently constructed as a single family dwelling, which is no longer a use permitted by right in the underlying zoning district, the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan. In order to convert the property to an office use, and retain the historic structure, the property would be required to construct a paved and striped parking lot. The use proposed for the structure, a medical office, is a use permitted by right in the zoning district. Therefore, its establishment of a permitted use is contingent on the development standard reliefs requested in the

variance. The construction of an ADA accessible ramp for access is a requirement to establish a commercial use in the building. To preserve the historic integrity of the building and establish the necessary slope gradient maximum allowed for ramps, the new ramp structure would extend into the 25-foot setback by less than 5 feet.

G) Historic Parking Modification

The intent of a Historic Parking Modification is to allow for the consideration and approval of a permit for modified parking requirements for historic structures. Pursuant to RMC Section 18.164.410, the permit allows certain specified citywide parking requirements to be modified as an incentive to preserve and maintain designated historic structures. The residential structure is proposed to be adaptively reused as a medical office, and medical offices are required to provide 1 parking space per 200 square-feet of gross floor area, with a minimum of five (5) parking stalls. Based on the proposed square-footage (including the addition), the total parking required on-site is 19 parking stalls, and 20 will be provided.

The applicant is seeking a Historic Parking Modification to:

1. Allow a reduction in the width of landscape planters to 3 feet;
2. Allow up to 4 compact parking stalls, without requiring the 25 standard (full-size) spaces;
3. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square-feet of gross floor area; and
4. Allow the reduction of the driveway width from 26 feet minimum to approximately 20’4” feet.

The table below shows how the project is designed to comply with the requirements of a Historic Parking Modification, given the practical difficulties and infeasibility of meeting the standard parking lot requirements that would otherwise be required for new developments.

Development Standard	*Municipal Code Requirement (Without an Exception)*	*Municipal Code Requirement (With Exception)*
Landscaping Planter Width	5 ft, 6 inches	3 feet
Number of Compact Parking Stalls Allowed	25 full-size parking stalls; 25% of remaining stalls may be compact.	25% of stalls may be compact stalls (5 stalls)
Loading Stalls	1	0
Driveway Approach	26 feet wide	14 feet wide

As designed, with the relief indicated above, the project site can be designed to incorporate 20 parking stalls, therefore allowing them to meet the minimum parking requirement. The modification will not require a reduction in the overall number of parking stalls, even with incorporation of the addition. The proposal has been reviewed by Planning and Engineering staff, and the Historic and Scenic Preservation Commission and Planning Commissions have made recommendations for approval to the City Council.

ENVIRONMENTAL REVIEW:

The Specific Plan Amendment would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) is referred as the “general rule” and applies to those projects where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Conditional Use Permit would be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15331 (Historical Resource Restoration/Rehabilitation) of the CEQA Guidelines and the Variance and Historic Parking Modification would be exempt pursuant to Section 15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines.

ALTERNATIVES:

1. The City Council may continue the public hearing and direct staff to address any issues or bring back additional information; or,
2. The City Council may continue the public hearing and direct staff to prepare findings supporting denial of the request.

SUBMITTED BY:

Brian Desatnik, Development Services Director

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Loralee Farris, Principal Planner

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Site Plans, Floor Plans, Elevations
Attachment C: General Plan Land Use Map
Attachment D: General Plan Policies
Attachment E: Zoning Map
Attachment F: Table of Development Standards
Attachment G: Specific Plan Amendment
Attachment H: DPR Forms
Attachment I: Variance Request
Attachment J: Resolution No. 8321 - Historic Resource No. 135
Attachment K: Resolution No. 8322 - Specific Plan No. 40 Amendment No. 47
Attachment L-1: Resolution No. 8323 - Conditional Use Permit No. 1107
Attachment L-2: Exhibit B (MUED Conditions of Approval)
Attachment L-3: Exhibit C (Fire Dept. Conditions of Approval)
Attachment M: Resolution No. 8324 - Variance No. 799
Attachment N: Resolution No. 8325 - Historic Parking Modification No. 31



Redlands Regular Meeting of 02-15-22

Location Map

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

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd



Aerial

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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 14, 2022

OneStop.mxd

1605 CALVARY CIR., REDLANDS, CA 92373

PROJECT INFORMATION

APPLICABLE CODES:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA PLUMING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA ELECTRIC CODE (CEC)
STATE OF CALIFORNIA BUILDING CODE TITLE 24 HANDICAPPED ACCESS AND TITLE 24 ENERGY STANDARDS ALL GOVERNING LOCAL CODES AND ORDINANCES CONSTRUCTION ACTIVITY SHALL NOT BEGIN BEFORE 7 A.M. OR CONTINUE LATER THAN 6 PM, MONDAY THROUGH FRIDAY

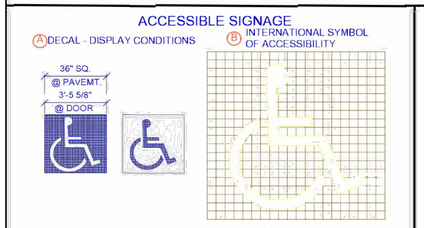
ELECTRICAL NOTES

1. ALL APPROVED SMOKE DETECTORS TO BE WITHIN 12' OF THE CEILING, HARD WIRED W/ BATTERY BACKUP.
2. CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 5 CIRCUITS.
3. PROVIDE (1) GENERAL LIGHTING FLUORESCENT FIXTURE IN KITCHEN AND BATHROOMS THAT HAS A MIN. 40 LUMENS PER WATT.
4. KITCHEN, BATHROOMS, LAUNDRY ROOM & DINING ROOM TO BE 20 AMP CIRCUITS. KITCHEN TO HAVE MIN. TWO SEPARATE 20 AMP CIRCUITS.
5. EXHAUST FANS NEED DAMPER CONTROLS.
6. NON-METALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED.
7. PROVIDE ONE LIGHT CIRCUIT FOR EACH 500 SF OF LIVABLE AREA.
8. FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
9. OUTLETS IN KITCHEN SHALL BE INSTALLED EVERY 24" ON CENTER.
10 PROVIDE OUTLETS AT 12' ON CENTER MAXIMUM AND WITHIN 6' OF END WALLS FOR ANY WALL OVER 2' LONG.
11 LIGHT FIXTURES IN TUB AND SHOWER ENCLOSURES SHALL BE LABELED "SUITABLE FOR DAMP LOCATION."
12 INSTALL LIGHTS 7'6" ABOVE THE HIGH WATER LINE OF THE PLATFORM TUB OR RELOCATE 5'0" OUTSIDE OF THE TUB AS MEASURED FROM THE SIDE WALL OF THE TUB OR MEET LIGHTING INSTALLATION AND WATERPROOFING REQUIREMENTS PER CODE.
13. ALL 15-20 AMP CIRCUITS SUPPLYING BEDROOMS SHALL BE ARC-FAULT CIRCUIT INTERRUPTER PROTECTORS.
14. LUMINAIRES THAT ARE RECESSED INTO INSULATED CEILINGS ARE REQUIRED TO BE RATED FOR INSULATION CONTACT (IC-RATED) SO THAT INSULATION CAN BE PLACED OVER THEM.

PROJECT NOTES

DIMENSIONS: INTERIOR DIMENSIONS AS INDICATED ON PLANS. EXTERIOR DIMENSIONS ARE TO OUTSIDE LINE OF SOLE PLATE.
TREATED WOOD: ALL LUMBER IN CONTACT WITH CONCRETE WITHIN 6" OF GRADE SHALL BE PRESSURE TREATED OR DURABLE WOOD "GRADE MARKED" FOUNDATION GRADE REDWOOD OR CEDAR.
ALL PLYWOOD SHALL BE DOUGLAS FIR PLYWOOD CONFORMING TO COMMERCIAL STANDARDS PS-1-70 U.S. DEPT.
BUREAU OF STANDARDS.
WEATHERSTRIP DOORS AND WINDOWS: CAULK AND SEAL JOINTS AND PENETRATIONS.
PROVIDE PLYWOOD BONDED W/ INTERMEDIATE OR EXTERIOR GLUE. EXHAUST FANS NEED DAMPER CONTROLS.
INSULATE HEATING, A/C DUCTS SETBACK THERMOSTATS FOR HEATING AND COOLING SYSTEM WRAP STORAGE TYPE WATER HEATER W/ R-12.
INSULATION.
INSULATE THE FIRST 5 FEET OF HOT WATER PIPES CLOSEST TO THE WATER HEATER WHEN IN UNCONDITIONED SPACE WITH R-3 INSULATION HEATING AND AIR CONDITIONING EQUIPMENT, WATER HEATERS, SHOWER HEADS AND FAUCETS
TO BE CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION. INSULATION TO MEET CEC STANDARDS AND BE LISTED.
PLUMBING: PROVIDE APPROVED BACKFLOW PREVENTION DEVICES AT ALL EXTERIOR HOSE BIBS.
ELECTRICAL: NON-METALLIC SHEATHED CABLE SHALL BE CONCEALED OR PROTECTED. PROVIDE ONE NIGHT CIRCUIT FOR EACH 500 SF OF LIVABLE AREA. PROVIDE TWO 20 AMP SMALL-APPLIANCE CIRCUITS AND ONE 20 AMP LAUNDRY CIRCUIT.
CENTRAL HEATING EQUIPMENT REQUIRES AN INDIVIDUAL BRANCH CIRCUIT SERVICE TO BE 100 AMP IF OVER 10 KW LOAD OR OVER 5 CIRCUITS FIXTURES, DEVICES, AND EQUIPMENT SHALL COMPLY WITH CEC REGULATIONS.
ADDRESS NUMERALS SHALL BE INSTALLED ON THE BUILDING AT THE FRONT AND VISIBLE FROM INTERIOR ACCESS ROADWAYS.

ACCESSIBLE SIGNAGE

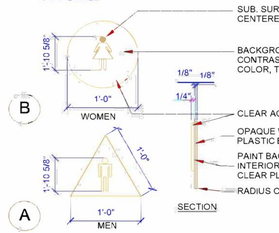


PROPORTIONS

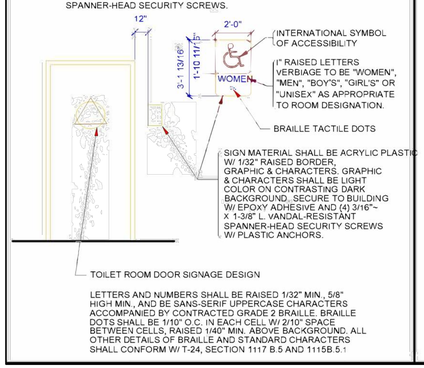
A DECAL AT ENTRY DOOR: ALL BUILDING ENTRANCES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH AT LEAST ONE STANDARD SIGN.

ACCESSIBLE PARKING SPACES:
ALL PARKING SPACES DESIGNATED FOR USE BY PHYSICALLY DISABLED PERSONS SHALL BE IDENTIFIED WITH A "36" SQUARE

B INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT.
-THE SYMBOL SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND.
-THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD.



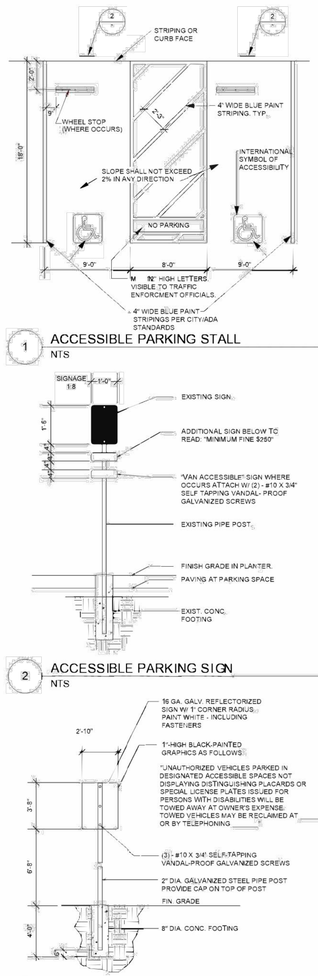
CENTER OF SIGN SHALL BE CENTERED ON DOOR AND MOUNTED 60" ABOVE THE FLOOR, (REFER TO) TO CENTER LINE OF SIGN. SECURE SIGN TO THE DOOR W/ EPOXY ADHESIVE AND (4) 3/16"~ X 1" L. VANDAL-RESISTANT SPANNER-HEAD SECURITY SCREWS.



LETTERS AND NUMBERS SHALL BE RAISED 1/32" MIN., 5/8" HIGH MIN., AND BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY CONTRACTED GRADE 2 BRAILLE. BRAILLE DOTS SHALL BE 1/10" O.C. IN EACH CELL W/ 2/10" SPACE BETWEEN CELLS, RAISED 1/40" MIN. ABOVE BACKGROUND. ALL OTHER DETAILS OF BRAILLE AND STANDARD CHARACTERS SHALL CONFORM W/ T-24, SECTION 1117 B.5 AND 1115B.5.1

ARCHITECTURAL GENERAL NOTES

1. THESE DRAWINGS AND OTHER CONTRACTS ARE INSTRUMENTS OF PROFESSIONAL SERVICES. NEVERTHELESS, THEY ARE THE PROPERTY OF SHAN MCNAUGHTON, ARCHITECT. THESE CONTRACT DOCUMENT MAY NOT BE USED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT.
2. CONSTRUCTION OF THIS PROJECT SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF THE JURISDICTION IN WHICH IT IS TO BE CONSTRUCTED.
3. ALL LABOR, MATERIAL AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. IF ANY DISCREPANCIES OCCUR ON THESE DRAWINGS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
4. CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND PRIVATE PROPERTIES NEARBY FROM ANY DAMAGE AS A RESULT OF ACTIVITIES IN CONNECTION WITH THE CONSTRUCTION OF THIS PROJECT.
5. IN THE CASE OF CONSTRUCTION IN TOPOGRAPHICALLY OR ENVIRONMENTALLY DELICATE AREAS, THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONARY MEASURE TO PROTECT AND PRESERVE SUCH AREAS. ALL EXISTING TREES, VEGETATION AND OTHER PHYSICAL FEATURE EXISTING WITHIN THE PROJECT SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK OF THIS PROJECT UNLESS SPECIFICALLY INDICATED TO BE REMOVED.
6. IF ANY UNFORESEEN OR UNEXPECTED CONDITIONS SUCH AS UNDERGROUND FUEL STORAGE TANKS, OR HAZARDOUS WASTES OF ANY SORT ARE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT.
7. OWNER & CONTRACTOR TO COORDINATE LOCATION OF ARE AVAILABLE TO CONTRACTOR FOR ADMINISTRATION & STAGGING OF THE PROJECT THROUGHOUT THE CONSTRUCTION PROCESS.
7. THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL PRECAUTIONS POSSIBLE TO CONTROL DUST RAISED DUE TO EARTHWORK AND OTHER ACTIVITIES THROUGHOUT THE CONSTRUCTION PROCESS. PROPER DUST ABATEMENT MEASURE ARE CRITICAL TO AVOID POSSIBLE DIRT AND DUST POLLUTION DAMAGE TO THE EXISTING BUILDINGS ON THE SITE AND TO SURROUNDINGS.
8. CONTRACTOR AND SUBCONTRACTORS SHALL KEEP CONSTRUCTION AND MATERIAL STORAGE AREAS IN A NEAT AND ORDERLY CONDITION FREE FROM ACCUMULATION OF DEBRIS.
9. IF CONTRACTOR OR SUBCONTRACTORS DISCOVER ANY DISCREPANCIES, ERRORS, OR OMISSIONS IN THESE DRAWINGS OR QUESTIONS REGARDING THEIR INTENT,THE ARCHITECT SHALL BE NOTIFIED AT ONCE FOR CLARIFICATION.
10. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND CONDITIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOR VERIFYING THE LOCATION OF EXISTING SITE UTILITIES AND UTILITY ELEMENTS. ALL COORDINATION FOR UTILITY DEVELOPMENT (ELECTRICAL, WATER, GAS, SEWER, AND TELEPHONE, ETC.)
12. THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A WEATHERTIGHT BUILDING - DETAILS AND OMISSIONS
FROM DRAWINGS NOTWITHSTANDING. ALL DRAWING CONFLICTS OR CONDITIONS CONTRARY TO THE CREATION
OF A WEATHERTIGHT BUILDING ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. IF A CONFLICT AMONG CONSTRUCTION DRAWINGS SHOULD OCCUR, THE LARGEST SCALE DRAWING SHALL GOVERN.
13. DO NOT ATTEMPT TO DETERMINE ANSWERS TO DIMENSIONAL QUESTIONS FROM THE ISSUE PRINTS OF THIS PROJECT. REFER QUESTIONS REGARDING DIMENSIONS TO THE ARCHITECT.
14. ALL FINISHING COLORS, TEXTURES, AND PATTERNS ARE TO BE SELECTED BY THE ARCHITECT AND SAMPLES SUBMITTED FOR ARCHITECT'S APPROVAL PRIOR TO INSTALLATION AND/OR APPLICATION.
15. ALL FINISH GRADES SHALL SLOPE DOWNLOAD A MINIMUM OF 5% FOR A DISTANCE OF TEN FEET FROM THE BUILDING TO ENSURE PROPER DRAINAGE AWAY FROM THE BUILDING. FINISHING FLOOR SHALL BE A MINIMUM OF SIX INCHES ABOVE GRADE AT CONCRETE SLABS.



1 ACCESSIBLE PARKING STALL
NTS

2 ACCESSIBLE PARKING SIGN
NTS

3 PARKING CONFORMANCE SIGN
NTS

PROJECT SUMMARY:

ZONE : A-P (ADMINISTRATIVE & PROFESSIONAL OFFICE DISTRICT)
CONSTRUCTION TYPE : V-B (WITH FIRE SPRINKLERS)
FIRE SPRINKLERS REQUIRED DUE TO CHANGE OF USE
OCCUPANCY GROUP : B (PEDIATRIC OFFICE)
NUMBER OF STORIES : 2

FIRE DEPT. : FIRE FLOW TEST TO BE PROVIDED, FIRE HYDRANT TO BE PROVIDED AS REQUIRED UNDER SEPARATE PERMIT
APN : 0293-133-13

SCOPE OF WORK :

RESTORATION & ADAPTIVE USE OF HISTORIC RESIDENCE TO COMMERCIAL OFFICE USE INCLUDING 1,238 SF ADDITION

(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	**3,395 GSF**
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	**2,411 GSF**
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	**1,238 GSF**
TOTAL(N)+(E):	**3,649 GSF**

LOT AREA COVERAGE :

(E) BUILDING AREA	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL (E) LOT COVERAGE	**1,718 SF**
(N) BUILDING AREA	608 SF
(N) COVERED PORCH	98 SF
(N) CONC. STAIR	64 SF
(N) ADA RAMP	175 SF
TOTAL	**945 SF**
TOTAL(N)+(E)	**2,663 SF**

GROSS LOT AREA 19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:

TOTAL BUILDING AREA/NET LOT AREA = 2,663/19,970= 13.33%

A-P ZONE : 60% ALLOWED - OK

SHEET INDEX :

T-1.0	TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES
T-1.1	ARCHITECTURAL SITE PLAN
T-1.2	ARCHITECTURAL CONTEXT PLAN
A-1.0	EXISTING PLAN / DEMO NOTES
A-2.0	ARCHITECTURAL FLOOR PLAN
A-3.0	ROOF / ATTIC PLAN
A-4.0	ELEVATIONS
A-5.0	ELEVATIONS
A-6.0	PERSPECTIVES
A-7.0	PERSPECTIVES

CITY OF REDLANDS STANDARD CONSTRUCTION NOTES

BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS CONTRACTORS AND SUB CONTRACTORS PER COUNTY OF REDLANDS ORDINANCE 5.04.090 BUSINESS LICENSE REQUIREMENT. IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANY BODY CORPORATE, OR AS AN OFFICER OF ANY CORPORATION, OR OTHERWISE TO COMMENCE OR CARRY ON ANY LAWFUL BUSINESS, TRADE, CALLING, PROFESSION OR OCCUPATION IN THE CITY WITHOUT FIRST HAVING PROCURED A LICENSE FROM THIS CITY SO TO DO OR WITHOUT COMPLYING WITH ANY AND ALL REGULATIONS OF SUCH TRADE, CALLING, PROFESSION OR OCCUPATION CONTAINED IN THIS CHAPTER AND CHAPTER 5.08 OF THIS TITLE (PRIOR CODE 2.111)
NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CALIFORNIA BUILDING CODES' 2013 EDITIONS THAT INCLUDE THE RESIDENTIAL, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, GREEN BUILDING STANDARDS AND ENERGY COMMISSION SERIES. IN CASES WHERE THE CODES MAY CONFLICT WITH THE PROVISIONS IN THESE PLANS OR SPECIFICATIONS, THE MORE RESTRICTIVE PROVISIONS SHALL GOVERN'::CALL FOR ALL REQUIRED INSPECTIONS PRIOR TO CONCEALING WORK.:
"ANYONE WHO IS INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP) TO CONTAIN OR PREVENT ANY ILLEGAL DISCHARGES OR STORM-WATER POLLUTION WITHIN THE PROJECT BOUNDARY. UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY."
"RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY CITY OF REDLANDS ORDINANCE 2544."
"CONSTRUCTION ACTIVITY" NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M AND 8:00 P.M. MONDAY THROUGH SATURDAY. RMO 8.06.060"
"EVERY PERMIT ISSUED UNDER THE PROVISIONS OF THESE PLANS 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 DAYS OR MORE DAYS AFTER WORK IS COMMENCED.
THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM COMMENCING.
"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.

2019 CALGREEN RESIDENTIAL MANDATORY MEASURES

1. ALL NEW PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES SUCH AS A WATER CLOSET WITH 1.28 GALLONS PER FLUSH, SINGLE OR MULTIPLE SHOWERHEADS SERVING ONE SHOWER HEAD. THE COMBINED FLOW RATE SHALL NOT EXCEED 2 GALLONS PER MINUTE AT 80 PSI OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE OPERATIONAL AT A TIME. LAVATORY FAUCETS WITH MAXIMUM FLOW RATE SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI AND MINIMUM FLOW RATE 0.8 GALLON PER MINUTE AT 20 PSI. KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. ALL EXISTING NON-COMPLIANT FIXTURES SHALL BE UPGRADES TO MEET THE ABOVE REQUIREMEN
2. FIREPLACES WITH DIRECT-VENT SEALED-COMBUSTION TYPE
3. OUTDOOR WATER USE FOR IRRIGATION SHALL HAVE IRRIGATION CONTROLLER THAT AUTOMATICALLY ADJUSTS IRRIGATION IN RESPONSE TO WEATHER OR SOIL MOISTURE-BASED CONDITIONS.
4. RODENT PROOFING OF ANNULAR SPACES AROUND PIPES, ELECTRICAL CABLES OR OTHER OPENINGS AT EXTERIOR WALL WITH CEMENT MORTAR OR SIMILAR METHODS
5. ADHESIVES PER TABLE 4.504.1, SEALANDS TABLE 4.504.2, CAULKING. PAINTS, COATINGS TABLE 4.504.3
6. BUILDING WOOD FRAMING WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT INSTALLED AND NOT EXCEED 19% MOISTURE CONTENT
7. BATHROOM FANS SHALL BE ENERGY STAR STANDARD AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING AND FANS MUST BE CONTROLLED BY HUMIDITY.
8. WHOLE HOUSE EXHAUST FANS SHALL HAVE INSULATED (MIN R-4.2) LOUVERS OR COVERS WHICH CLOSE WHEN THE FAN IS OFF.
9. ALL CARPET AND CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS FOR ONE OF THE FOLLOWING: A) CARPET AND RUG INSTITUTE'S GREEN LABEL AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS, VERSION 1.1 FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350) B) NSF/ANSI 140 AT THE GOLD LEVEL C) SCIENTIFIC CERTIFICATION SYSTEMS INDOOR ADVANTAGE GOLD.
10. CARPET ADHESIVES SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1.

FOUNDATIONS

1. AVAILABLE SOIL BEARING CAPACITY: ASSUMED TO BE 1500 PSF IN ABSENSE OF SOIL REPORT.
2. BOTTOM OF FOOTINGS SHALL BE AT LEAST 12" BELOW THE LOWEST ADJACENT FINISHED GRADE FOR 1-STORY AREAS.
3. THE SOILS ENGINEER SHALL VERIFY THAT THE CONSTRUCTION AT THE SITE IS IN ACCORDANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS OF HIS REPORT.
4. FINISHED EXCAVATIONS FOR FOOTINGS SHALL BE NEAT AND TRUE TO LINE WITH ALL LOOSE MATERIAL AND STANDING WATER REMOVED FROM THE EXCAVATIONS.
5. ALL FILL MATERIAL IF REQUIRED, IS TO BE APPROVED BY THE SOILS ENGINEER AND IS TO BE COMPACTED TO 90% OF MAXIMUM DENSITY (OR MORE AS DIRECTED).

GENERAL NOTES

1. ANCHOR BOLTS SHALL BE MIN 5/8" X 10" LONG EMBEDDED AT LEAST 7" INTO CONCRETE. BOLTS SHALL BE SPACED NOT TO EXCEED 6' O/C WITH BOLTS PLACED BETWEEN 4" AND 12" FROM CUT ENDS OF SILLS. PROVIDE MIN 2 BOLTS PER LENGH OF PLATE.
2. 4" CONCRETE SLAB OVER 2" SAND FILL PROVIDED 1 - #4 REBAR AT TOP & BOT OF ALL FOOTINGS (CONT) UNLESS OTHERWISE STATED (TROWEL ALL SLAB SURFACES SMOOTH)
3. SLABS ON GRADE SHALL BE AT LEAST 4" THICK OVER 2" SAND OR COMPACTED FILL
4. FOUNDATIONS SUPPORTING WOOD SHALL EXTEND AT LEAST 6" ABOVE THE FINISH GRADE.
5. SLOPE GARAGE FLOOR MIN 1%
6. PROVIDE U.F.F.E.R. GROUND MIN 20' OF COPPER FOOTING.
7. NO CONCRETE SHALL BE PLACED UNTIL SET-BACKS ARE APPROVED.
8. FOUNDATION PLATES AND OTHER MEMBERS IN CONTACT WITH THE FOUNDATION ARE TO BE EITHER APPROVED TREATED LUMBER OR FOUNDATION GRADE REDWOOD.

STRUCTURAL WOOD

1. ALL WOOD MEMBERS SHALL BE DOUGLAS FIR OR LARCH GRADE MARKED BY A RECOGNIZED GRADING AGENCY (W.C.L.A.).
2. PLYWOOD SHEATHING SHALL BE DOUGLAS FIR CONFORMING TO COMMERCIAL PRODUCTS STANDARD PS-1-74, AND SHALL BE GRADE MARKED IN ACCORDANCE WITH A.P.A.
3. WOOD GRADES (UNLESS OTHERWISE NOTED IN THE PLANS AND THE PROJECT MANUAL):
A. HORIZONTAL MEMBERS: JOISTS & RAFTERS - DOUG FIR #2
BEAMS & STRINGERS - DOUG FIR #1
LEDGERS - DOUG FIR #1
B. VERTICAL MEMBERS: 2XSTUDS - OF STUD GRADE POSTS & TIMBERS - DOUG FIR #1
4. CUTTING, NOTCHING OR DRILLING OF BEAMS OR JOISTS TO BE PERMITTED ONLY AS DETAILED OR APPROVED BY THE PROJECT ENGINEER.
5. UNLESS OTHERWISE SPECIFIED, ALL NAILING SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE.
6. ALL SILLS OR PLATES RESTING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED. DOUGLAS FIR BOLTS SHALL BE PLACED 9" FROM THE END OF A BOARD OR FROM A NOTCH AND SPACED AT INTERVALS AS NOTED ON THE PLANS AND SHEAR WALL SCHEDULE.
7. ALL BOLT HEADS AND NUTS BEARING ON WOOD SHALL HAVE PLATE WASHERS 2" X 2" X 3/16" THICK PER U.B.C 1806
DO NOT OVERSIZE THE HOLES FOR BOLTS, UNLESS SPECIFICALLY NOTED ON PLANS
8. ALL FRAMING ANCHORS, POST CAPS, COLUMN BASES, ETC. SHALL BE AS MANUFACTURED BY "SIMPSON STRONG-TIE COMPANY" OR APPROVED EQUAL.
9. PROVIDE DOUBLE JOISTS UNDER AL PARALLEL PARTITIONS.
10. PROVIDE BLOCKING OR BRIDGING PER LATEST EDITION OF THE UNIFORM BUILDING CODE.
11. TOP PLATES OF ALL WOOD STUD WALLS TO BE 2 - 2X (SAME AS STUDS), UNLESS OTHERWISE NOTED ON PLANS OR SHEAR WALL SCHEDULE. LAP 48" MIN. WITH NOT LESS THAN 10 -16d NAILS AT EACH SIDE OF THE SPLICE AND NOT MORE THAN 6 BETWEEN NAILS.

PERSPECTIVE KEYNOTES

1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING	9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)		
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED	10	(E) GUARDRAIL (N) PAINT FINISH
		11	(N) GUARDRAIL TO MATCH (E)
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED	12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)	13	(E) RAFTER TAIL (N) PAINT FINISH
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH	14	(N) RAFTER TAIL TO MATCH (E)
		15	(E) ROOF BRACKET (N) PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)	16	(N) DECORATIVE CORBEL
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED	17	(E) FINIAL TO REMAIN



1 NORTHEAST PERSPECTIVE



2 SOUTHEAST PERSPECTIVE

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

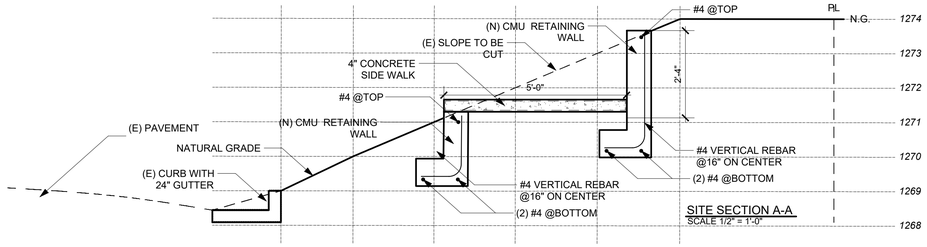
Sheet Title:
TITLE SHEET , PROJECT INFORMATION, PROJECT SUMMARY, SCOPE OF WORK, ARCHITECTURAL GENERAL NOTES

Revisions:

1	CITY COMMENTS 2/18/21

Scale: NO SCALE
Date:
Drawn By: *Thunyamon Locharoenrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number

T-1.0



SITE SECTION A-A
SCALE 1/2" = 1'-0"

HOURS OF OPERATION	
MEDICAL/ OFFICE USE	
M-F	8AM-5PM

IMPERVIOUS AREA CALCULATION	
(E) SITE AREA	20,076 SF
(E) BUILDING FOOT PRINT	
- (E) HOUSE	2,394 SF
- (E) ENCLOSED PATIO	335 SF
SUB TOTAL	2,729 SF
(E) GARAGE	421 SF
(E) COVERED AREA	163 SF
(E) WALK WAY AND ENTRANCE	
- (E) COVERED PORCH	560 SF
- (E) CONCRETE WALK	954 SF
SUB TOTAL	1,514 SF
(E) ASPHALT DRIVE WAY	2,961 SF
TOTAL (E) IMPERVIOUS AREA	**7,788 SF**
(N) HOUSE ADDITION	- 295 SF
(N) WALK WAY ADDITION	-873 SF
(N) CONCRETE DRIVE WAY ADDITION	4,834 SF
TOTAL (N) IMPERVIOUS AREA	**3,666 SF**

PARKING SUMMARY	
(E) FIRST FLOOR:	2,254 GSF
(E) SECOND FLOOR:	1,141 GSF
TOTAL:	**3,395 GSF**
(E) FIRST FLOOR AREA TO BE REMOVED:	-984 GSF
TOTAL:	**2,411 GSF**
(N) FIRST FLOOR ADD:	608 GSF
(N) SECOND FLOOR ADD:	630 GSF
TOTAL:	**1,238 GSF**
TOTAL(N)+(E):	**3,649 GSF**

FOR MEDICAL OFFICE USE
3,649 GSF/200 = 18.245 SPACES
19 PARKING SPACES REQUIRED
UTILIZING HISTORIC PARKING MODIFICATION 18.164.430(A)1
20 SPACES PROVIDED UTILIZING HISTORIC PARKING MODIFICATION INCLUDING (4) COMPACT SPACES AND (3) PARALLEL SPACES WITHIN CITY DEDICATION (8) OFF SITE PARKING SPACES PROVIDED ON SOUTH SIDE OF CALVARY CIR.

PER 18.164.430 PERMITTED MODIFICATIONS ALLOWS FOR THE FOLLOWING
A 1. A REDUCTION OF THE REQUIRED NUMBER OF PARKING SPACES BY 20%

B 2. ALLOW THE USE OF OFF SITE PARKING IN PARKING LOTS THAT ARE LOCATED UP TO 400' AWAY FROM THE HISTORIC STRUCTURE
4. ALLOW 25% OF THE PARKING LOT LOCATED ON THE SITE OF THE HISTORIC STRUCTURE TO BE COMPACT SPACES, WITHOUT REQUIRING THE FIRST 25 SPACES TO BE FULL SIZE
5. ALLOW TANDEM PARKING WHERE THE PLANNING COMMISSION DETERMINES THAT SUCH PARKING WOULD BE EFFECTIVE USED
6. ALLOW REDUCTION OF TWO-WAY AISLE WIDTHS FORM 20' TO 10' WHERE THE LOCATION PF HISTORIC STRUCTURE ON THE SITE PROHIBITS CONSTRUCTION OF A FULL DRIVEWAY, AND ALLOW THE REDUCTION OF DRIVEWAY APPROACHES TO 14', AS OPPOSED TO 26'. SUCH REDUCTIONS SHALL ONLY BE APPROVED FOR DRIVEWAY TO PARKING AREAS HAVING LESS THAN 20 PARKING SPACES
7. ALLOW FOR THE USE OF 3' WIDE PLANTERS FOR REQUIRED LANDSCAPE AREA
8. ALOW FOR THE DELETION OF THE LOADING SPACE REQUIREMENTS FOR HISTORIC STRUCTURE HAVING LESS THAN 6,000 SQ.F. OF GROSS FLOOR AREA

PER 18.164.440 EFFECT OF ADDITIONS TO HISTORIC STRUCTURES
(E) GROSS BLDG AREA = 3,395 SF
(N) GROSS BLDG ADDITION = 1,575 GSF
ADDITION = 46.4% OF ORIGINAL < 115% ALLOWED OK

NO PARKING AGREEMENT REQUIRED

LOT AREA COVERAGE:	
(E) BUILDING AREA	2,752 SF
(E) COVERED PORCH	373 SF
(E) NONPERIOD TO BE REMOVED	-986 SF
(E) GARAGE TO BE REMOVED	-421 SF
TOTAL	**1,718 SF**
(N) BUILDING AREA	608 SF
(N) COVERED PORCH	98 SF
(N) CONC. STAIR	64 SF
(N) ADA RAMP	175 SF
TOTAL	**945 SF**
TOTAL(N)+(E)	**2,663 SF**
GROSS LOT AREA	19,970 SF= 0.46 ACRE

LOT AREA COVERAGE:
TOTAL BUILDING AREA/NET LOT AREA
= 2,663/19,970= 13.33%
A-P ZONE : 60% ALLOWED - OK

LANDSCAPE CALCULATION:

PER SECTION EV4.0255(a)(17), LANDSCAPE LESS THAN (5') IN WIDTH CANNOT BE COUNTED TOWARDS THIS PERCENTAGE

OVERALL LANDSCAPE :

LOT AREA	20,076 GSF
(N) LANDSCAPE (PLANTER >5')	7,471 GSF
7,471/20,076 = 37% > 20% OK	

PARKING LOT LANDSCAPE :

(N) PARKING LOT	7,173 GSF
(N) LANDSCAPE (PLANTER >5')	617 GSF
617 / 7,173 = 0.86 =8.6% >7% OK	

SITE PLAN KEYNOTES	
1	(E) PUBLIC SIDEWALK
2	(N) SIDE WALK PER CITY STANDARD
3	CROSS SLOPE NOT TO EXCEED 2%
4	(N) RETAINING WALL PER A-A SECTION
5	(N) 4" CONCRETE DRIVEWAY
6	PLANTER
7	TRASH ENCLOSURE 5' HIGH
8	(N) ADA COMPLIANT WALK
9	(E) GARDEN WALL TO BE REPAIRED AS REQUIRED TO MATCH EXISTING HISTORIC DETAIL
10	(E) CROSSWALK
11	(N) CONC
12	(N) ADA PARKING SIGN : VAN ACCESSIBLE PER DETAIL ON T-1.0
13	INTERNATIONAL SYMBOL OF ACCESSIBILITY. SEE T-1.0
14	(N) SIDEWALK CONSTRUCTED BY OTHERS
	ADA PATH OF TRAVEL

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS, CA

Sheet Title:
ARCHITECTURAL SITE PLAN

Revisions:

1	CITY COMMENTS 2/18/21

Scale: 1" = 10'

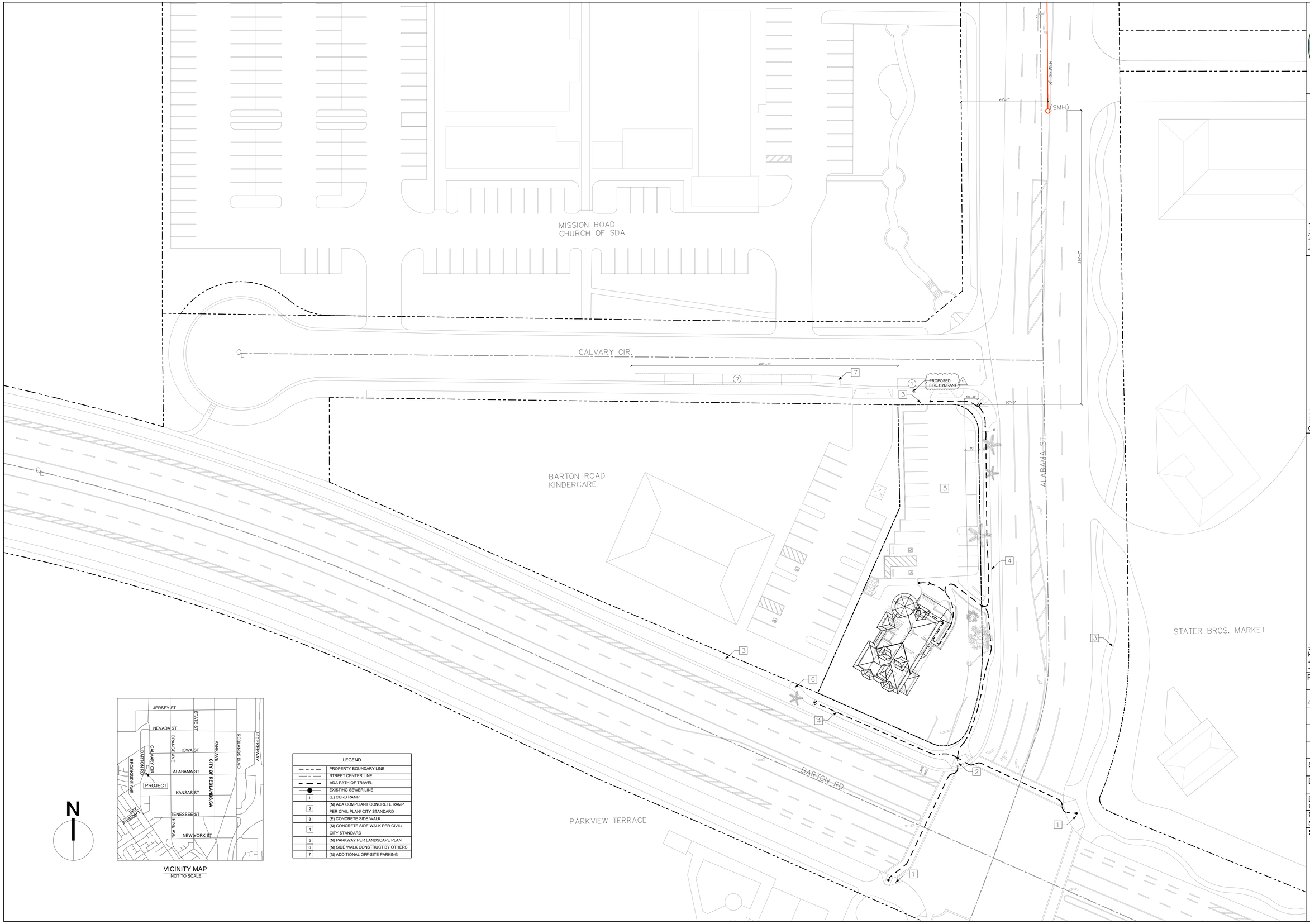
Date: 11/10/20

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

T-1.1



VICINITY MAP
NOT TO SCALE

LEGEND	
	PROPERTY BOUNDARY LINE
	STREET CENTER LINE
	ADA PATH OF TRAVEL
	EXISTING SEWER LINE
1	(E) CURB RAMP
2	(N) ADA COMPLIANT CONCRETE RAMP PER CIVIL PLAN/ CITY STANDARD
3	(E) CONCRETE SIDE WALK
4	(N) CONCRETE SIDE WALK PER CIVIL/ CITY STANDARD
5	(N) PARKWAY PER LANDSCAPE PLAN
6	(N) SIDE WALK CONSTRUCT BY OTHERS
7	(N) ADDITIONAL OFF-SITE PARKING

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HISTORIC RESTORATION / ADAPTIVE USE
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Sheet Title:
ARCHITECTURAL CONTEXT PLAN

Revisions:

1	CITY COMMENTS 2/18/21

Scale: 1" = 30'

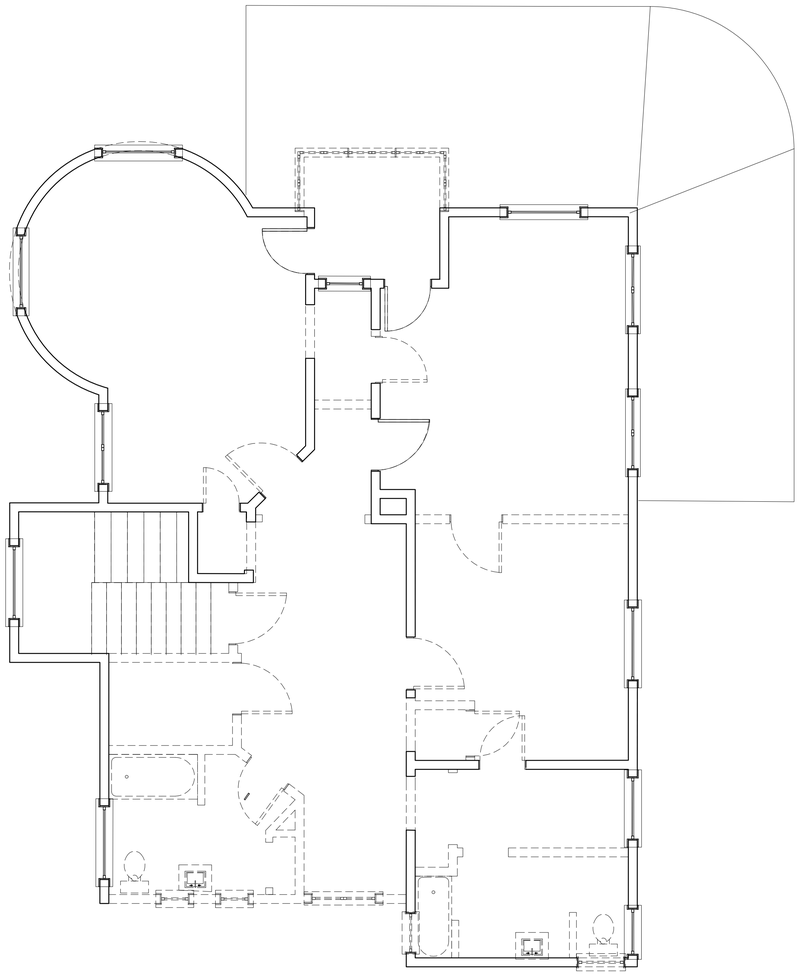
Date: 12/21/20

Drawn By: *Thunyamon Locharoenrat, AIA*

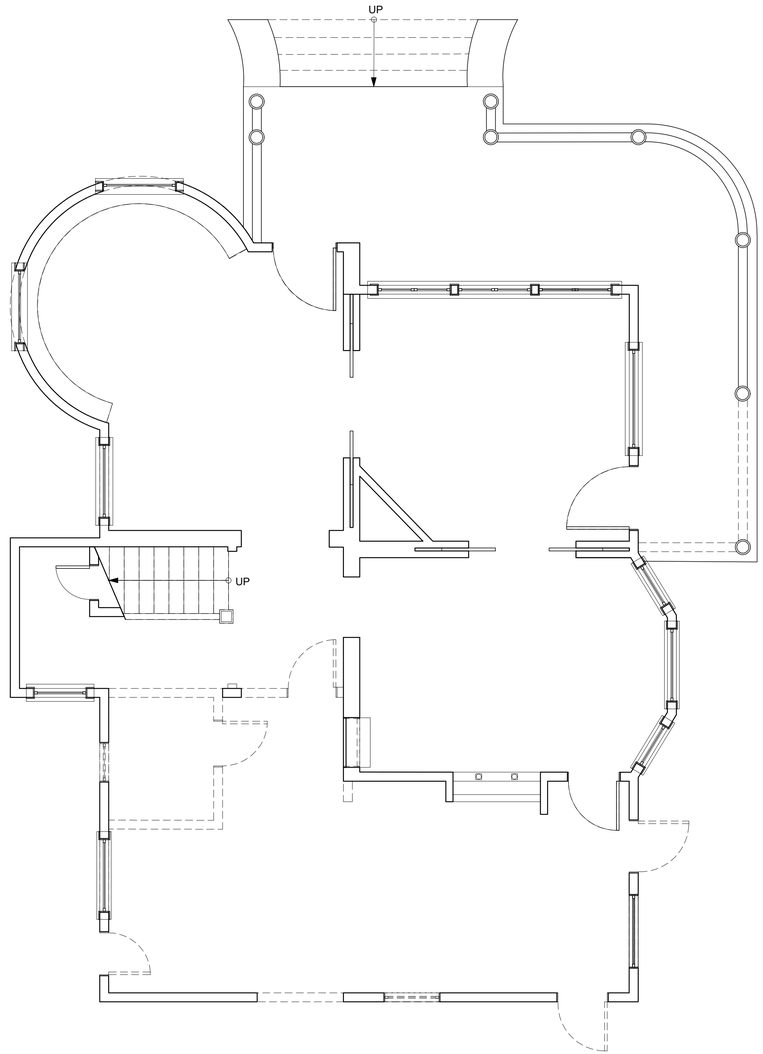
Checked By: *Shan McNaughton, AIA*

Sheet Number

T-1.2



2 EXISTING / DEMO 2ND FL PLAN SCALE 1/4"= 1'-0"



DEMO SCHEDULE	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVE
D	ROUGH OPENING FOR (N) DOOR/ WINDOW
R	REMOVE DOOR/ WINDOW

N

1 EXISTING / DEMO 1ST FL PLAN SCALE 1/4"= 1'-0"

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
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Sheet Title:
EXISTING / DEMO PLAN

Revisions:

Scale: 1/4" = 1'-0"

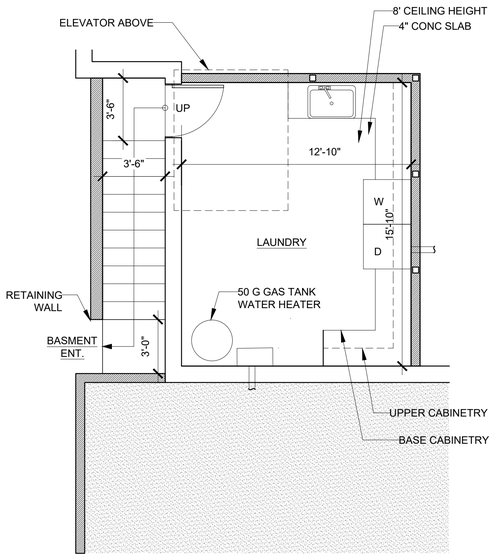
Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

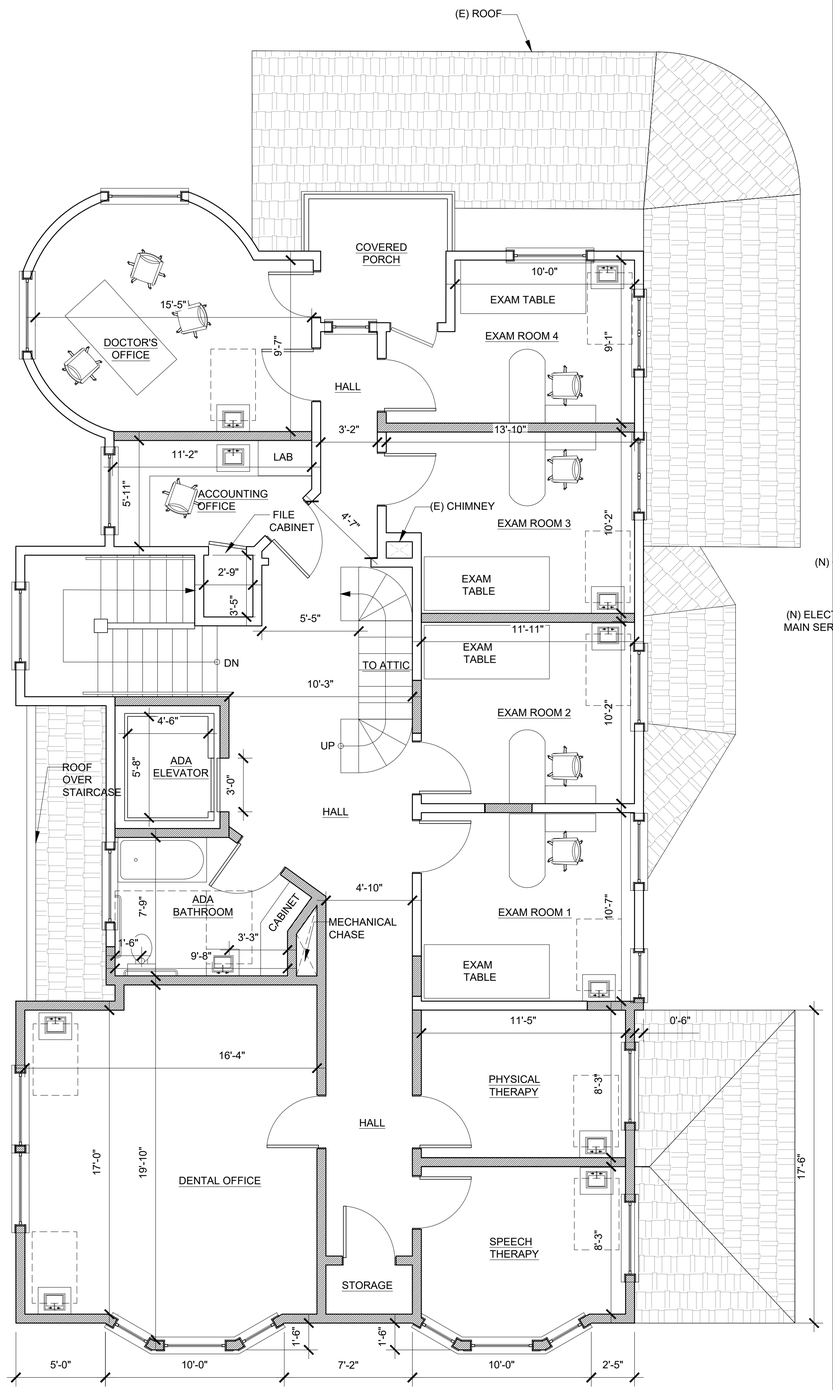
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Sheet Number

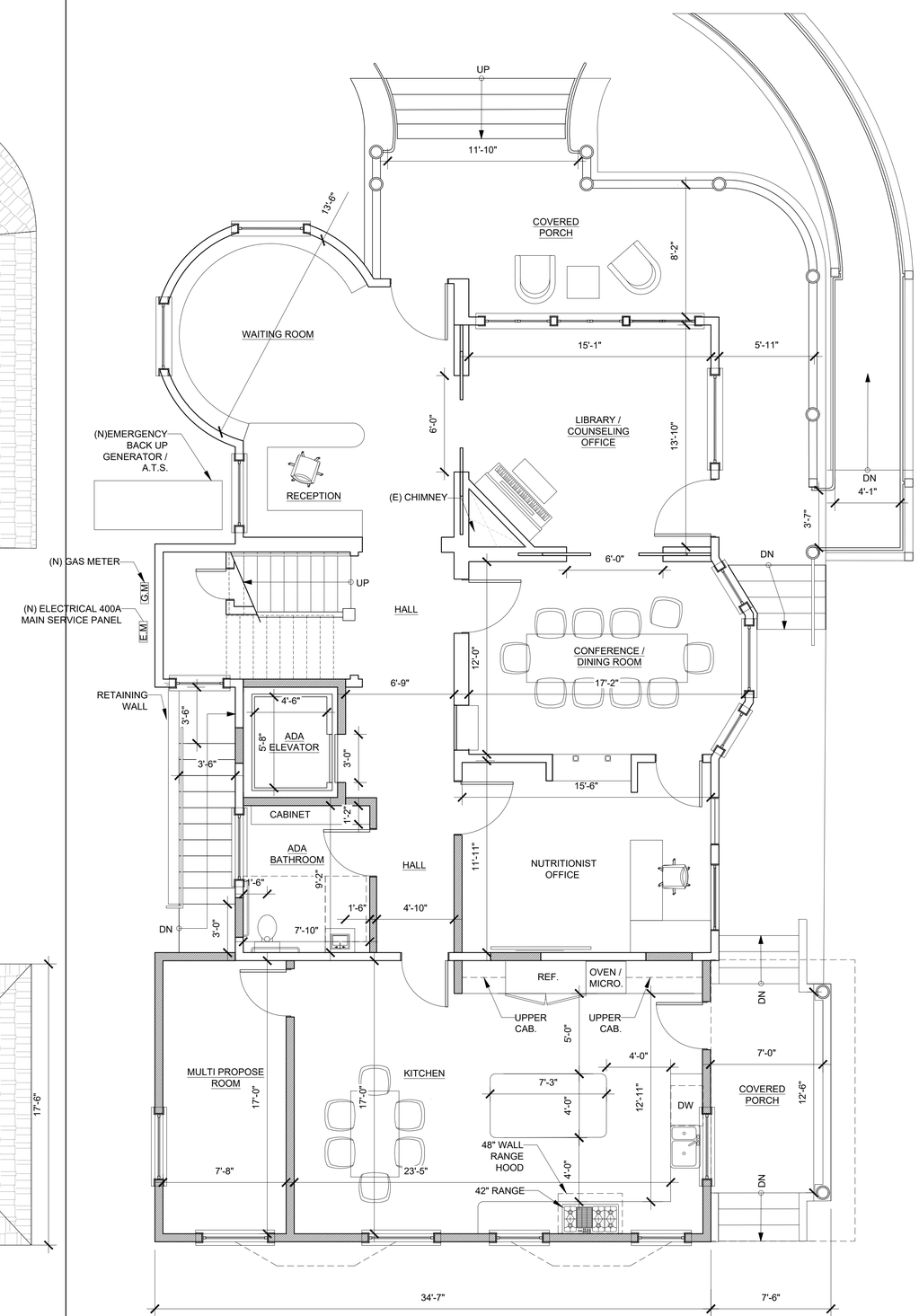
A-1.0



3 BASEMENT PLAN — SCALE 1/4"= 1'-0"



2 SECOND FLOOR PLAN — SCALE 1/4"= 1'-0"



1 FIRST FLOOR PLAN — SCALE 1/4"= 1'-0"

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ARCHITECTURAL FLOOR PLAN

Revisions:

Scale: 1/4" = 1'-0"

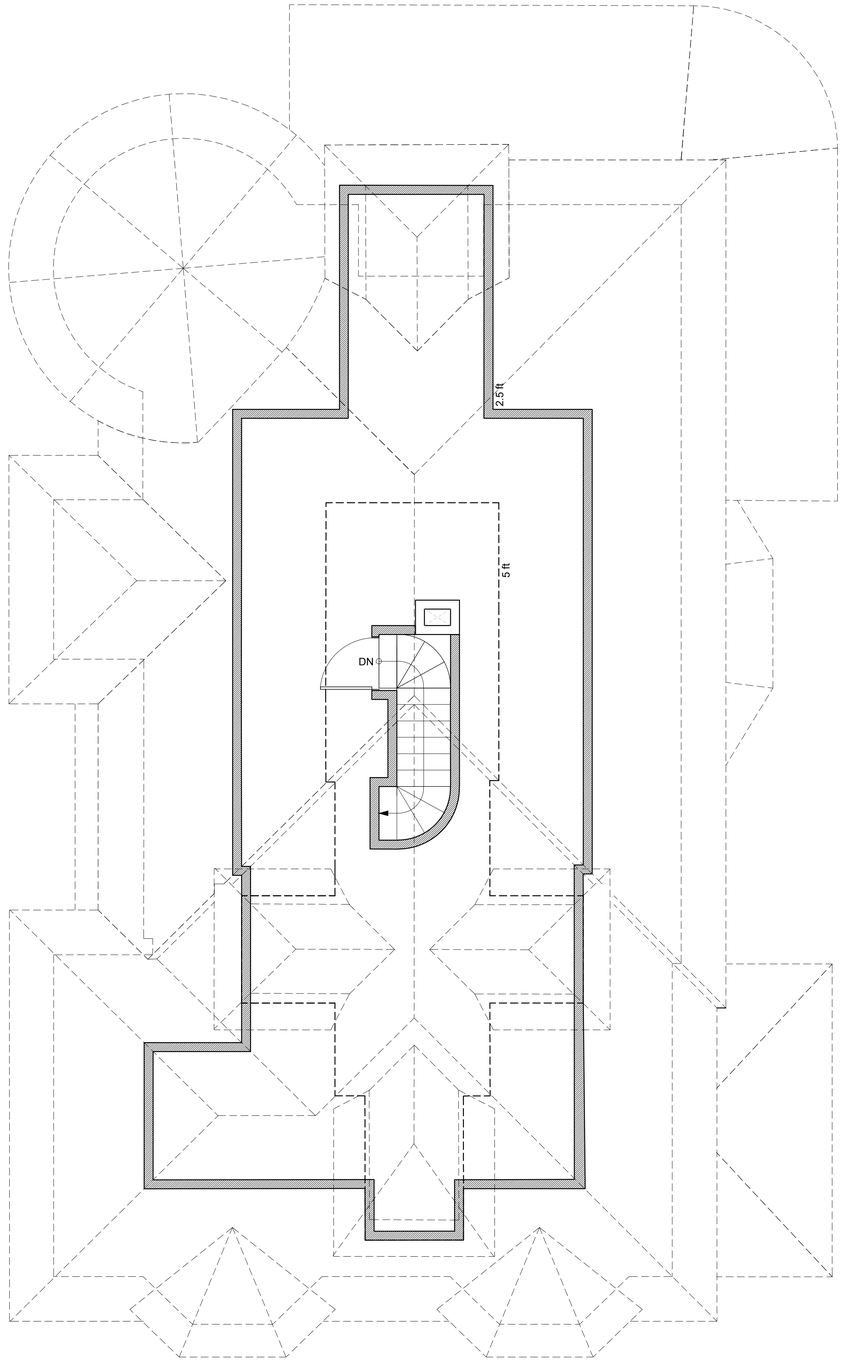
Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

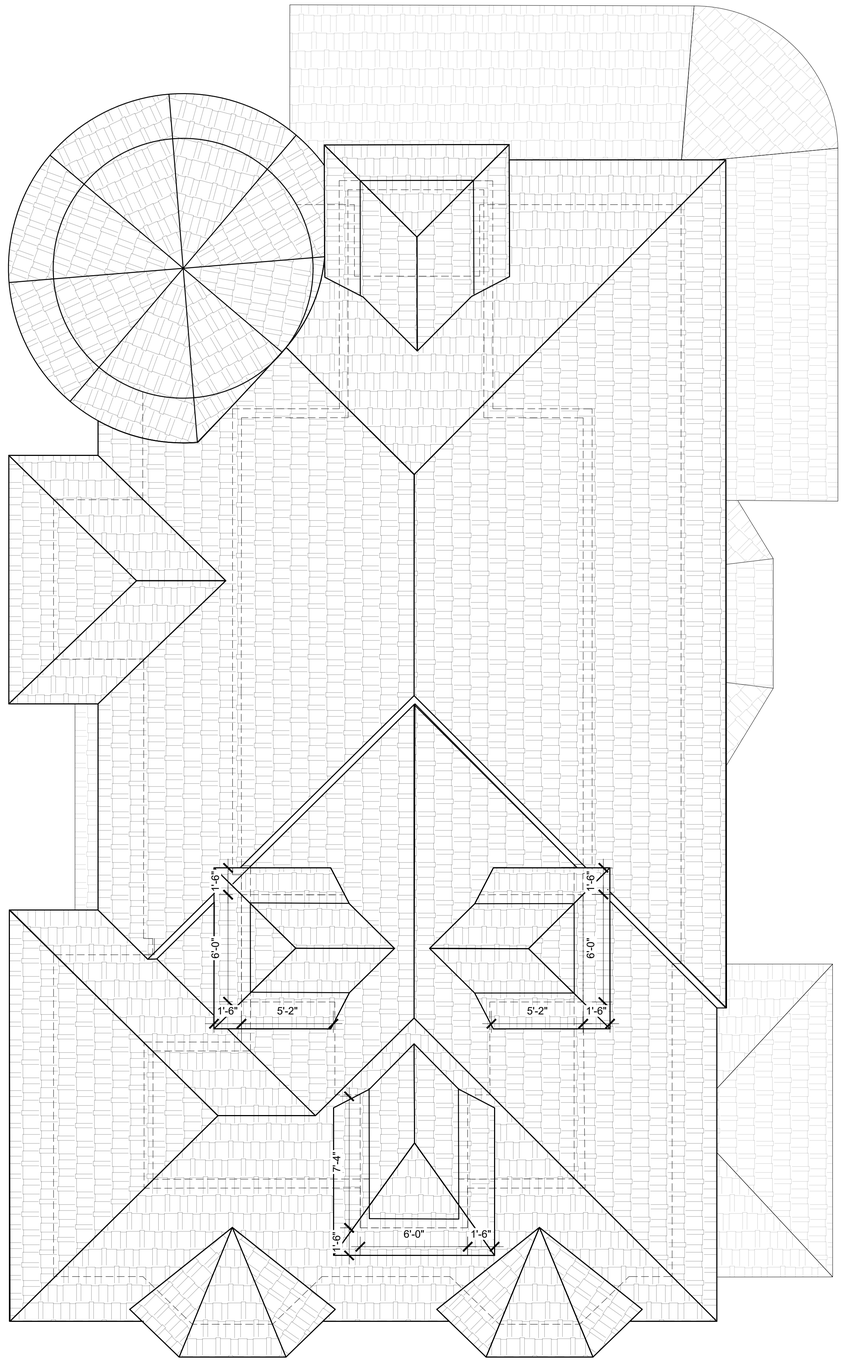
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Shan McNaughton, AIA

Sheet Number

A-2.0



2 ATTIC PLAN SCALE 1/4"= 1'-0"



1 ROOF PLAN SCALE 1/4"= 1'-0"

N

REGISTERED ARCHITECT SHAN McNAUGHTON NO. C-28575 10/31/22 RENEWAL DATE STATE OF CALIFORNIA

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
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Sheet Title:
ROOF / ATTIC PLAN

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-3.0



ELEVATIONS KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
4	(E) WOOD HORIZONTAL SIDING (N) PAINT FINISH - RESTORE AS REQUIRED
5	(N) WOOD HORIZONTAL SIDING TO MATCH (E)
6	(E) HORIZONTAL BELT COURSE TRIM PAINT FINISH
7	(N) HORIZONTAL BELT COURSE TO MATCH (E)
8	(E) ARCHITECTURAL COLUMNS - RESTORE AS REQUIRED
9	(N) TURNED SOLID WOOD ARCHITECTURAL COLUMNS TO MATCH (E) PAINT FINISH
10	(E) GUARDRAIL (N) PAINT FINISH
11	(N) GUARDRAIL TO MATCH (E)
12	(N) CONCRETE ADA COMPLIANT RAMP SLOPE NOT TO EXCEED 8.3%
13	(E) RAFTER TAIL (N) PAINT FINISH
14	(N) RAFTER TAIL TO MATCH (E)
15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

2 NORTH ELEVATION — SCALE 1/4"= 1'-0"



1 EAST ELEVATION — SCALE 1/4"= 1'-0"

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HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

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Checked By:
Shan McNaughton, AIA

Sheet Number

A-4.0



2 | WEST ELEVATION | SCALE 1/4"= 1'-0"



1 | SOUTH ELEVATION | SCALE 1/4"= 1'-0"

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16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
ELEVATIONS

Revisions:

Scale: 1/4" = 1'-0"

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-5.0



PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
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15	(E) ROOF BRACKET (N) PAINT FINISH
16	(N) DECORATIVE CORBEL
17	(E) FINIAL TO REMAIN

2 NORTHEAST PERSPECTIVE VIEW FROM ALABAMA ST. NO SCALE



1 SOUTHEAST PERSPECTIVE VIEW FROM BARTON RD. NO SCALE

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Job Title:
HISTORIC RESTORATION / ADAPTIVE USE
1605 CALVARY CIRCLE, REDLANDS,CA

Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
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Checked By:
Shan McNaughton, AIA

Sheet Number

A-6.0



1 SOUTHWEST PERSPECTIVE VIEW — NO SCALE

PERSPECTIVE KEYNOTES	
1	(N) 50 YEAR ASPHALTIC SHINGLE ROOFING
2	(N) CEDAR SHINGLE - COLOR : ARGOS (NC04)
3	(E) SHINGLE (N) PAINT FINISH - RESTORE AS REQUIRED
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17	(E) FINIAL TO REMAIN

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Sheet Title:
PERSPECTIVES

Revisions:

Scale: NO SCALE

Date: 11/6/20

Drawn By:
Thunyamon Locharoenrat, AIA

Checked By:
Shan McNaughton, AIA

Sheet Number

A-7.0

California Water Conservation Ordinance

Eto 55.6

Domestic Water

MAWA

	Eto	Sq. Ft.	% of ET	gallon conversion	total gallons
landscape area	55.6	**11949**	0.45	0.62	185,357.67
Special Landscape Area	55.6	**1260**	1	0.62	43,434.72
		13209			MAWA = 228,792.39

EAWU

	Eto	Sq. Ft.	PF % of ET	gallon conversion	I.E.	total gallons
Turf spray	55.6	**0**	0.8	0.62	0.65	0.00
Turf rotor	55.6	**0**	0.7	0.62	0.8	0.00
Turf Drip	55.6	**2417**	0.7	0.62	0.9	64,803.53
Shrub spray	55.6	**0**	0.4	0.62	0.65	0.00
Shrub rotor	55.6	**0**	0.4	0.62	0.8	0.00
Tree Bubbler	55.6	**0**	0.4	0.62	0.9	0.00
Drip	55.6	**10792**	0.2	0.62	0.9	82,671.52
		13209			EAWU =	147,475.05

ETAF = Evapotranspiration Adjustment Factor

.55	Residential
.45	Commercial
1	Recycled Water

Plant Factor (WUCOLS)
Water Use Classification of Landscape Species

0 - 0.1 = Very Low Water Use Plants
0.1 - 0.3 = Low Water Use Plants
0.4 - 0.6 = Moderate Water Use Plants
0.7 - 1.0 = High Water Use Plants

I.E. = Irrigation Efficiency

spray	0.65
rotor	0.8
drip / bubbler	0.9

WATER CONSERVATION STATEMENT:

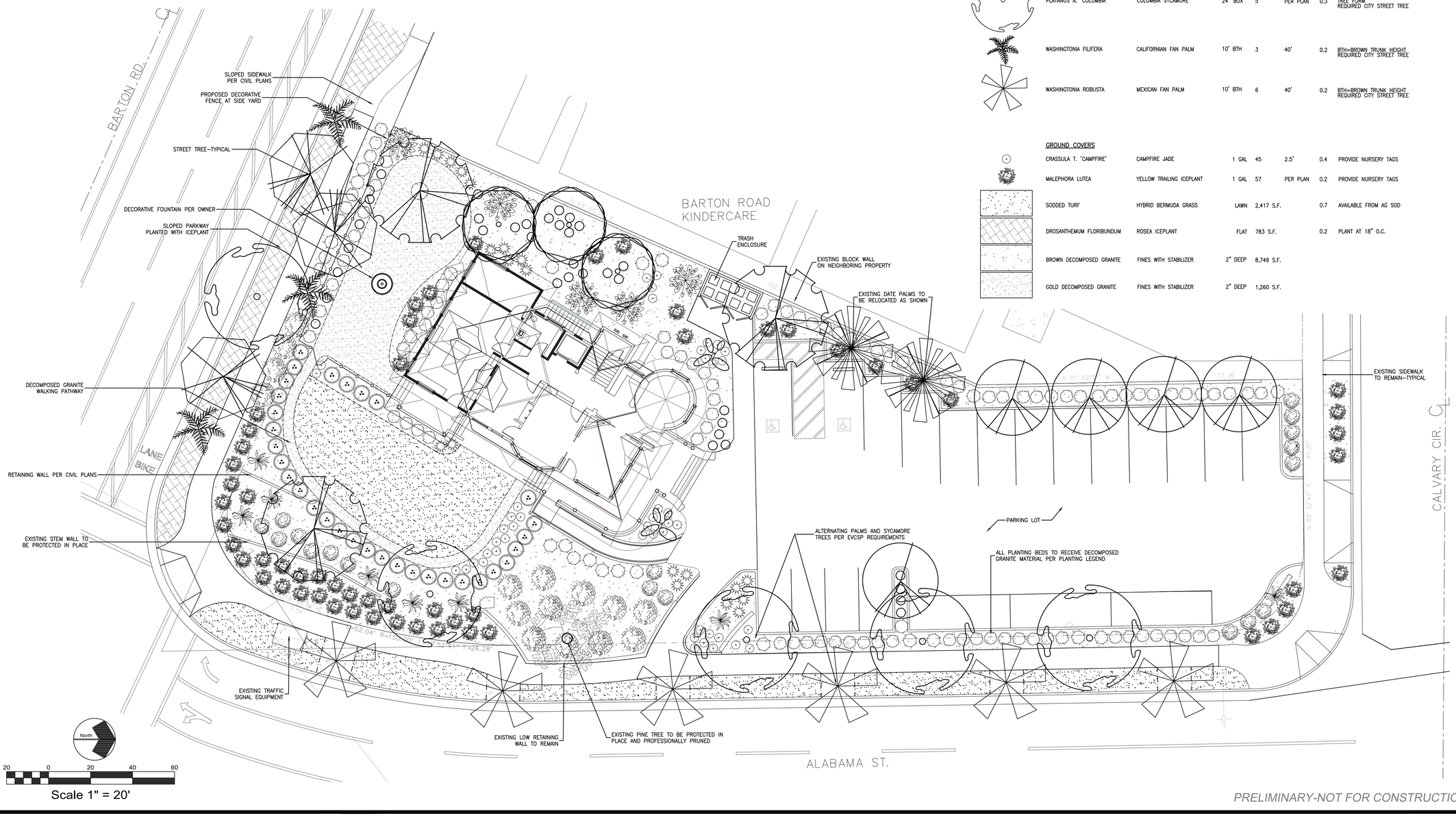
FINAL LANDSCAPE PLANS MEET ALL WATER CONSERVATION REQUIREMENTS SET FORTH IN BOTH THE CITY AND STATE ORDINANCES. THE FINAL PLANS WILL ACHIEVE THESE GOALS THROUGH THE USE OF HIGHLY EFFICIENT DRIPLINES AND/ OR EMITTERS AND TREE BUBBLERS TO ALL PLANTED AREAS, COMBINED WITH A "SMART" E.T. BASED CONTROLLER AND RAIN SHUT-OFF DEVICE. THE CONTROLLER WILL RECEIVE E.T. INFORMATION THAT WILL ALLOW THE CONTROLLER TO UP-DATE R.C.V. RUN TIMES ON A DAILY BASIS THEREBY REDUCING THE NEED FOR MANUALLY ADJUSTING THE CONTROLLER FOR WEEKLY OR SEASONAL WEATHER CHANGES

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES
	SHRUBS						
	AGAVE CELSII ALBICANS	WHITE AGAVE	15 GAL	8	PER PLAN	0.2	PROVIDE NURSERY TAGS
	ALOE BREVIFOLIA	SHORT-LEAF ALOE	5 GAL	35	2.5'	0.2	PROVIDE NURSERY TAGS
	ALOE NOBILIS	GOLD-TOOTHED ALOE	5 GAL	20	2.5'	0.2	PROVIDE NURSERY TAGS
	BOUGAINVILLEA 'RASPBERRY ICE'	DWARF VARIEGATED BOUGAINVILLEA	5 GAL	19	4'	0.2	PROVIDE NURSERY TAGS
	BUXUS M. J. 'GREEN BEAUTY'	GREEN BEAUTY BOXWOOD	1 GAL	5	PER PLAN	0.3	PROVIDE NURSERY TAGS
	COTONEASTER D. 'CORAL BEAUTY	CORAL BEAUTY COTONEASTER	1 GAL	15	8'	0.3	PROVIDE NURSERY TAGS
	CRASSULA O. 'TRICOLOR'	TRICOLOR JADE	5 GAL	92	3.5'	0.2	PROVIDE NURSERY TAGS
	ECHIUM CANDICANS	PRIDE OF MADEIA	1 GAL	3	PER PLAN	0.2	PROVIDE NURSERY TAGS
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	30	PER PLAN	0.2	PROVIDE NURSERY TAGS

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES
	TREES						
	BAUHINIA VARIEGATA	PURPLE ORCHID TREE	24" BOX	3	30'±	0.3	TREE FORM REQUIRED CITY STREET TREE
	BEAUCARNEA RECURVATA	BOTTLE PALM	24" BOX	2	PER PLAN	0.1	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	HYMENOSPORUM FLAVUM	SWEETSHADE	24" BOX	5	20'	0.2	LOW BRANCHED
	JACARANDA MIMOSIFOLIA	JACARANDA	48" BOX	3	PER PLAN	0.3	NATURAL MULTI-STEM-MIN. 3 TRUNKS
	PHOENIX CANARIENSIS (EXISTING)	CANARY ISLAND DATE PALM	25'± BTH	2	PER PLAN	0.2	RELOCATE WHERE INDICATED FROM ON-SITE LOCATION
	PITTOSPORUM PHILLYREOIDES	DESERT WILLOW	15 GAL	3	PER PLAN	0.2	LOW BRANCHED
	PLATANUS A. 'COLUMBIA'	COLUMBIA SYCAMORE	24" BOX	5	PER PLAN	0.3	TREE FORM REQUIRED CITY STREET TREE
	WASHINGTONIA FILIFERA	CALIFORNIAN FAN PALM	10' BTH	3	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	10' BTH	6	40'	0.2	BTH=BROWN TRUNK HEIGHT REQUIRED CITY STREET TREE
	GROUND COVERS						
	CRASSULA T. 'CAMPFIRE'	CAMPFIRE JADE	1 GAL	45	2.5'	0.4	PROVIDE NURSERY TAGS
	MALEPHORA LUTEA	YELLOW TRAILING ICEPLANT	1 GAL	57	PER PLAN	0.2	PROVIDE NURSERY TAGS
	SODDED TURF	HYBRID BERMUDA GRASS	LAWN	2,417 S.F.		0.7	AVAILABLE FROM AG SOD
	DROSANTHEMUM FLORIBUNDUM	ROSEA ICEPLANT	FLAT	783 S.F.		0.2	PLANT AT 18" O.C.
	BROWN DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	8,749 S.F.			
	GOLD DECOMPOSED GRANITE	FINES WITH STABILIZER	2" DEEP	1,260 S.F.			



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REGISTERED LANDSCAPE ARCHITECT SHAWN T. BURCH exp. date 2726 STATE OF CALIFORNIA

STB LANDSCAPE ARCHITECTS, INC
LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS
415 SOUTH 19TH STREET
REDLANDS, CALIFORNIA 92373
PH 909.798.7450 FAX 909.307.8035
CA LIC. NO. 6729 NV LIC. NO. 1466

LOW VOLTAGE LIGHTING

CONCEPTUAL LANDSCAPE PLAN

CALVARY CIRCLE PROFESSIONAL BUILDING
REDLANDS, CA

REVISIONS

DRAWN BY	CAD
DESIGNED BY	S.T.B.
CHECKED BY	C.R.
DATE	1/20/21
JOB NO.	18-50
SCALE	1"=10'
SHEET	1
	OF 1 SHEETS

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PLANTING LEGEND

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REGISTERED LANDSCAPE ARCHITECT SUSAN T. BURTON exp. date signature No. 2725 STATE OF CALIFORNIA

LOW VOLTAGE LIGHTING
15 SOUTH 5TH STREET
REDLANDS, CALIFORNIA 92373
PH (909) 798-7400 FAX (909) 307-8828
E-MAIL: STB@STBLA.COM
LANDSCAPE ARCHITECTS, INC. LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS

CONCEPTUAL LANDSCAPE PLAN

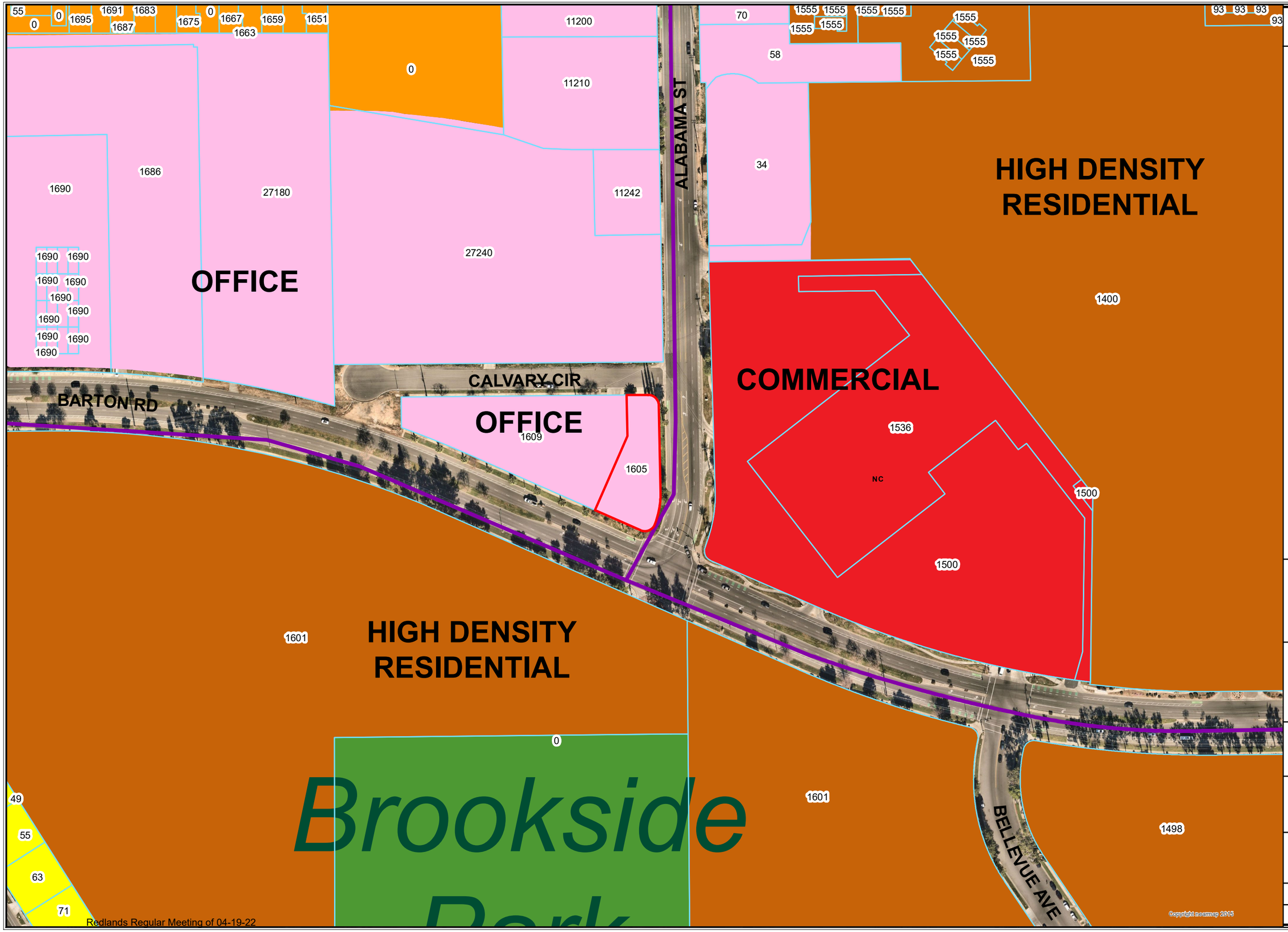
CALVARY CIRCLE PROFESSIONAL BUILDING

REDLANDS, CA

REVISIONS

DRAWN BY	CAD
DESIGNED BY	S.T.B.
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General Plan

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

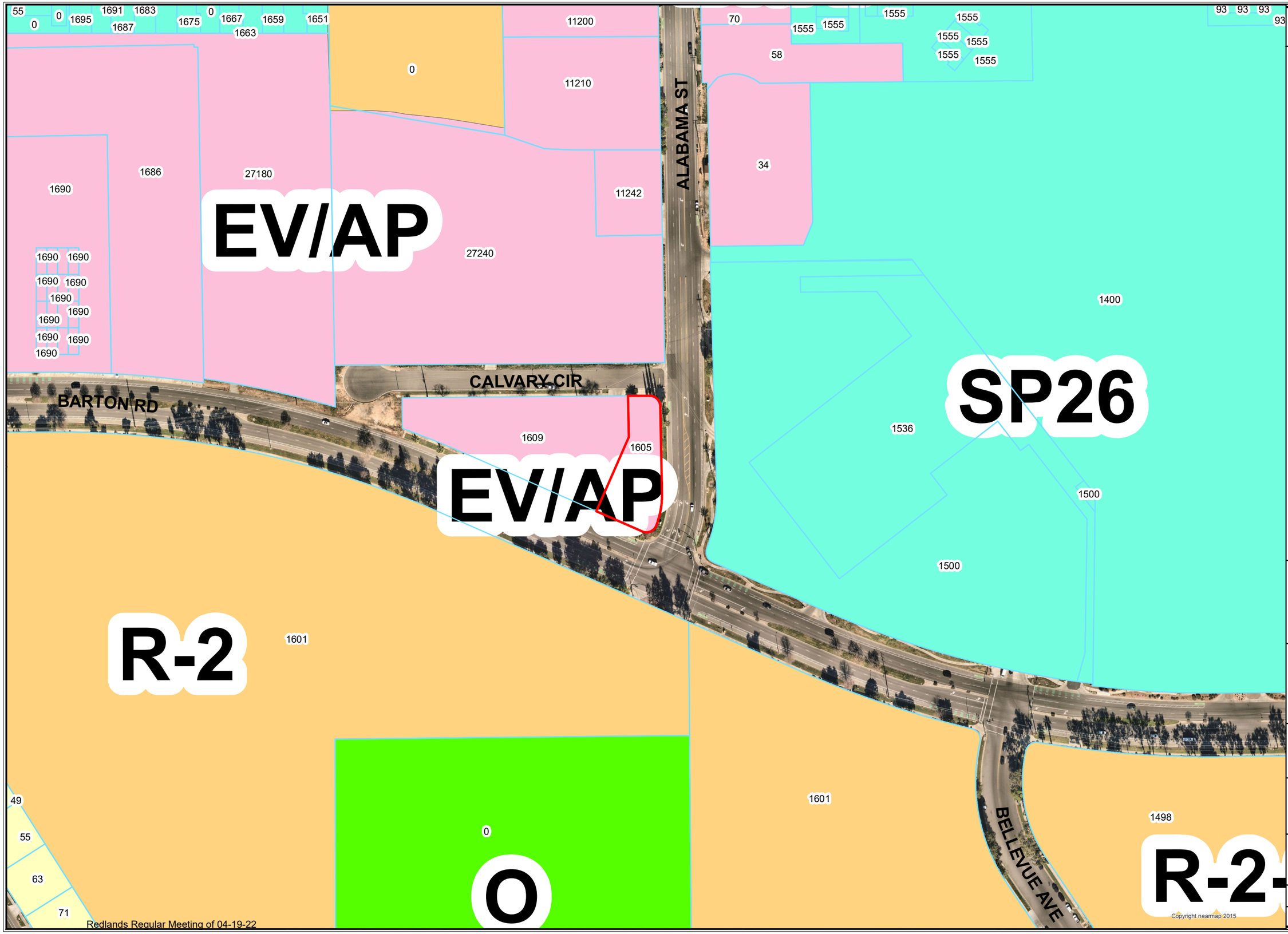
February 14, 2022

OneStop.mxd

Attachment D
General Plan Policies

POLICY NO.	POLICY TEXT	POLICY CONSISTENCY
	General Plan	
2-P.8	Identify, maintain, protect, and enhance Redlands' cultural, historic, social, economic, architectural, agricultural, archaeological, and scenic heritage. In so doing, Redlands will preserve its unique character and beauty, foster community pride, conserve the character and architecture of its neighborhoods and commercial and rural areas, enable citizens and visitors to enjoy and learn about local history, and provide a framework for making appropriate physical changes.	Consistent. The project will designate, protect, and enhance Redlands' historic heritage by facilitating the adaptive reuse of an existing single family dwelling with a use that is consistent and permitted within the underlying zoning designation. The project design has utilized the Secretary of the Interior's Standards (SOIS) for the Treatment of Historic Properties to ensure the historic integrity of the resource will remain intact and the improvements will enhance the property.
2-P.11	Encourage retention of the character of existing historic structures and urban design elements that define the built environment of the city's older neighborhoods.	Consistent. The project will retain the character of the existing historic structure, protecting original materials, and designing the project utilizing the recommended practices contained within the SOIS to ensure the long-term retention and use of the structure in a historically respectful and appropriate manner.
2-P.12	Encourage retention of historic structures in their original use or reconversion to their original use where feasible. Encourage sensitive, adaptive reuse where the original use is no longer feasible.	Consistent. The project will carry out a sensitive adaptive reuse project where the original use is no longer feasible. The surrounding area has largely transitioned from a rural residential atmosphere to a commercial and high density residential area. The single family dwelling is out of context with the surrounding area and, as a result, as remained vacant for several years. The current zoning designation and general plan designation are intended for office uses, and the existing use (single family dwelling) is now legally non-conforming use in the zoning designation. Implementation of the project will utilize the property in a way consistent with the uses outlined in the zoning and general plan designation.

POLICY NO.	POLICY TEXT	POLICY CONSISTENCY
2-A.41	Encourage appropriate adaptive reuse of historic resources in order to prevent disuse, disrepair, and demolition, taking care to protect surrounding neighborhoods from disruptive intrusions.	Consistent. The project will implement an appropriate adaptive reuse of a historic resource in order to prevent disuse, disrepair, and demolition, and will utilize a use consistent with the zoning and general plan designation that will be appropriate within the surrounding neighborhood.
3-P.2	Seek varied, resilient, high-quality office and other commercial uses appropriate to Redlands to support the projected population.	Consistent. The project will allow for new high-quality office space which will provide the opportunity for more jobs.
3-P.11	Support businesses, both existing and new, as they seek to provide and expand gainful, long-term employment opportunities that strengthen local workforce participation.	Consistent. The project would provide opportunities for employment by offering new locations for businesses, existing and new.
4-P.10	Ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development.	Consistent. The project will maintain the existing building and will construct a historically appropriate 2-story addition, which has been reviewed and recommended approval for by the Historic and Scenic Preservation Commission.
4-P.20	Provide for the concentration of office, industrial, and commercial uses in appropriate locations near transportation corridors to encourage the development of employment centers and reduce the potential for land use conflicts with sensitive uses.	Consistent. The project would support the establishment of a new office use at the property located adjacent to two major arterial streets, near local bus routes that will provide connectivity throughout the city and to the future rail line running through the City.
7-P.41	Ensure that new development is compatible with the noise environment by continuing to use potential noise exposure as a criterion in land use planning.	Consistent. The project will comply with the City's noise standards.



Zoning

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

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February 14, 2022

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ADMINISTRATIVE PROFESSIONAL (EV/AP) DISTRICT
(East Valley Corridor Specific Plan)

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Lot Area EV3.0520(a)	10,000 square feet minimum	Total Lot Area: 19,970 square feet	Yes
Lot Dimensions EV3.0520(b)	Width: 80 ft. minimum Depth: 120 ft. minimum	Width: 60 feet Depth: 230 feet	Legally Nonconforming
Max. Structure Height EV3.0920(c)	35 ft. maximum	29 feet	Yes
Floor Area Ratio EV4.0240(a)	Office bldg.: 0.60	FAR 0.18	Yes
Front Yard EV3.0520(e)	25 ft. minimum	Calvary Circle: 142’	Yes
Street Side Yard EV3.0520(e)	25 ft. minimum	Alabama Street: 20’2” for ramp	Variance Required
Street Side Yard EV3.0520(e)	25 ft. minimum	Barton Road: 26’2”	Yes
Parking Requirements EV4.0201	Medical Office: 1 per 200 square feet of gross floor area Requirement: 20 spaces minimum	11 standard stalls (9’ by 18’); 2 accessible parking stalls; 3 parallel parking (8’ by 24’) 4 compact stalls (8’ x 15’) Total: 20 stalls	Yes
Parking Standards EV4.0205	• Dimensions: 9 ft. wide by 19 ft. deep (min.). • Stall depths may be reduced to one (1) foot where the parking space is adjacent to a six (6) foot or wider sidewalk or adjacent to a landscape planter with an interior diameter of five feet or more. • Parallel spaces: 8 ft. wide by 24 ft. deep (min.). • Compact spaces: 8 ft. wide by 15 ft. deep (min.). • Minimum aisle widths for two way traffic: 26 ft	Standard stalls: Width: 9 ft. Depth: 18 ft. Parallel stalls: Width: 8 ft. Depth: 24 ft. Compact stalls: Width: 8 ft. Depth: 15 ft. Drive Aisle (two-way traffic): 26 ft.	Yes Yes Yes Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Loading Areas EV4.0210	• Min. 10' wide, 20' deep, 14 ft. high clearance.	No Loading Zone	No. Historic Parking Modification Required.
Landscape Guidelines EV04.0250	• Shrubs – 5-gallon sizes (min.). • Trees – 15-gallon sizes (min.).	Shrubs – 5-gallon Trees are a combination of 15-gallon, 24" box, and 36" box	Yes
Planting Guidelines EV4.0265	• Commercial & Industrial areas: Min. 1 street tree per 30 ft. of street frontage • Parkways: turf or groundcover (in addition to trees).	Yes Groundcover proposed: Sodded turf, decomposed granite	Yes Yes
Parking Lot Landscape EV4.0255	• Min. 7% of total parking area must be landscaped. • Perimeter planters (side/rear): 5 ft. minimum • Interior planters: 5 ft. minimum • No L/S planter < 5 ft. wide may be counted. • One L/S island per 20 spaces. • Planters to include shrubs and groundcover. • Trees: ends of aisles; at 3 space intervals in interior; at 20 ft. intervals around perimeter.	Parking lot landscape: 8.6% 3 ft. Yes Shrubs and groundcover provided. Yes	Yes Historic Parking Modification Required Yes
Other Site Landscaping Requirements	• Minimum portion of site to be landscaped: Commercial uses: 20%	Total Landscape area provided 7,471sq. ft.	Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
EV4.0260		(37%)	
Refuse Areas EV4.0230	• Enclosed area & accessible to service vehicles. • 6 ft. high masonry wall on all sides. • Solid wood or metal doors. • Placed outside of front setback, and not between frontage street and bldg. line, or adjacent to or visible from freeways.	Trash enclosure is located at the western side of the building	Yes
Site Lighting EV4.0215	• Concealed light fixtures required. • Exterior lighting of buildings is permitted. • Security lighting to be shielded (painted to match) & not project above roofline or fences. • Security lighting only for loading & storage areas. • Parking lots and driveways: min. 0.5 foot-candle uniform illumination. • Parking lot light poles: 30 ft. max. height. • Exterior floodlights prohibited. • All illuminated signs shall be internally lit.	Condition of Approval has been added. Illuminated signs will be internally illuminated.	Yes Yes

Section EV4.0115 <u>Special Landscaped Streets</u>

(a) Introduction

The dominant design element for the East Valley Corridor will consist of unified streetscape themes to be established throughout the planning area, incorporating consistency of setbacks, street planting, berming, walls and sidewalks. In order to establish this consistency, major arterials within the planning area have been designated as Special Landscaped Streets, with specific design guidelines developed for each one.

A key element of the streetscape design, providing a dramatic and recognizable image for the area, will be a continuation of the existing grid pattern of Washingtonia Robusta palms (Mexican fan palms), both north and south of Interstate 10. Understory plantings of canopy type street trees, shrubs and groundcover will provide shade, color and a more human scale to the streetscape. The landscape design and plant palette for each major street is intended to be consistent throughout the planning area.

Properties which abut any of the streets listed below must landscape the area adjacent to the roadway as provided in Sections EV4.0115 (b) through (k). The only improvements which may encroach into this landscaped area are driveway entrances, sidewalks, planters, fences or walls not to exceed three and a half (3-1/2) feet in height. Parking areas adjacent to roadways are subject to the landscape requirements of Section EV4.02S0.

Specific design and or plant materials may be modified at the discretion of the approving agency when there is a conflict with the location of public utilities. Development applications requesting a deviation from specific design standards or plant materials shall clearly identify what conflict exists with public utilities, what specific standards apply, and how the conflict will be resolved. The approving agency may modify adopted design or plant material requirements when a demonstrated conflict with public utilities exists that cannot be resolved without deviating from adopted standards.

Special Landscaped Streets within the East Valley Corridor area include the following:

Redlands Boulevard (see Section EV4.0115(b))
San Bernardino Avenue (see Section EV4.0115(c))

Alabama Street (see Section EV4.0115(d)), North of Calvary Circle
California Street (see Section EV4.0115(e))
Palmetto Avenue, between California and Alabama Streets (see Section EV4.0115(f))
Lugonia Avenue (see Section EV4.0115(g))
Barton Road (see Section EV4.0115(h))
Mountain View Avenue (see Section EV4.0115(i))

Section EV4.0110 Road Standards

(a) Standards and specifications for transportation facilities and all work within the road rights-of-way shall conform to the County's Standards and Specifications Manual unless specifically modified herein. Typical sections of roads within the planning area are shown in Figures 4-2 through 4-6.

(b) Right-of-way shall be required as shown on the Specific Plan Circulation map except in the following instances:

(1) On California Street between Palmetto Avenue and Almond Avenue, the existing fan palm row shall be placed in a 22-foot landscaped median. To accommodate this median, the road right-of-way shall be 126 feet instead of 120 feet on this stretch.

(2) On Palmetto Avenue between California Street and the existing alignment of Nevada Street, the existing double row of fan palms will be placed in a 34-foot landscaped median. To accommodate this median, the road right-of-way shall be 106 feet instead of 104 feet on this stretch.

(3) On Alabama Street, south of Calvary Circle, the road right-of-way shall be 110 feet instead of 120 feet, with a 50 foot half width of the west side and a 60 foot half width on the east side.

(c) In order to accommodate medians and parkways landscaped with fan palm rows, sidewalks shall be placed outside of the right-of-way on the following streets. In these instances, the reviewing agency shall be granted a sidewalk easement for maintenance.

Redlands Boulevard
San Bernardino Avenue
Alabama Street
Palmetto Avenue between California Street and Nevada Street

(d) Access control standards shall be as follows:

(1) No direct driveway access from individual residences shall be permitted onto major arterials, major highways or secondary highways.

(2) Intersections shall be placed a minimum of 400 feet centerline to centerline from freeway on and off ramps.

(3) Offset intersections shall be a minimum of 300 feet centerline to centerline.

(4) Access shall be controlled on major arterials and major highways to minimize curb cuts and facilitate the flow of traffic. Any new development or subdivision of land adjacent to these roadways shall be required to dedicate vehicular access rights, except where access points are shown on an approved Site Plan. Shared access and parking, and use of side streets for access, shall be required whenever possible

(5) All development proposals shall be designed so as to provide for a free flow of vehicles in and out of the site as well as for easy access to the various activity areas within each site.

(6) Placement of access points into each site shall minimize interference with the off-site circulation system.

(7) Where medians are located in the street fronting the site, driveways should be provided where median breaks occur.

(8) Adequate provisions shall be made for emergency vehicle access, with a minimum of two (2) points of ingress and egress provided to each site.

(e) Intersection design shall conform to the following standards:

(1) Intersections less than 80 degrees shall not be permitted without special approval from the reviewing agency. The 90-degree angle is preferable.

(2) If offset streets are to be continuous, they shall be curved to approach the intersection so as to effect a right-angle alignment.

(3) At intersections where additional traffic lanes are indicated by traffic analysis, provision shall be made for requiring additional right-of-way and curb width within 300 feet of the intersection.

(f) The following streets shall have landscaped center medians:

Palmetto Avenue
California Street, from Barton Road to Palmetto Avenue
Redlands Boulevard, from California Street to New York Street
Barton Road, from Terracina Boulevard to Kansas Street

(g) No parking, except for emergency parking, shall be allowed on any street which has four or more lanes, (includes major arterials, major highways, and secondary highways).

(h) Cul-de-sac standards shall be as follows:

(1) Cul-de-sacs shall have a minimum paved radius of 40 feet.

(2) Length of cul-de-sac shall not exceed 600 feet.

(i) Private streets shall be constructed in accordance with approved Planned Development Standards.

Section EV4.0125 <u>Setbacks at Intersections</u>

(a) As part of the streetscape design component of the Specific Plan, intersections shall be designed to provide a unified character throughout the planning area. Intersections shall be classified as follows:

(1) Primary intersections:

Alabama Street and Palmetto Avenue
Alabama Street and Lugonia Avenue
California Street and Lugonia Avenue

(2) Secondary intersections:

San Bernardino Avenue and Mountain View Avenue (southeast corner)
San Bernardino Avenue and Nevada Street
San Bernardino Avenue at Tennessee Freeway (State Route 30)
Mountain View Avenue at Interstate 10 (northeast corner)
Redlands Boulevard and Anderson Street
Redlands Boulevard and California Street
Redlands Boulevard and Alabama Street
Barton Road and California Street (northeast corner)
Barton Road and Alabama Street (~~northwest and~~ northeast corner~~s~~)

(b) Building setbacks from intersections shall be defined by a line in a horizontal plane, taken at a forty-five (45) degree angle, connecting the property lines. On primary intersections, this line shall be drawn 50 feet from the intersection of the property lines or prolongation of such lines; on

elliState of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code
Other Listings
Review Code | Reviewer | Date

 *Resource Name or #:

P1. Other Identifier: Don Fischer, Shan McNaughton, Architect
***P2. Location:** ☐ **Not for Publication** × **Unrestricted** ***a. County:** San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad:** **Date:** **T** ; **R** ; **¼ of** **¼ of Sec** ; M.D. **B.M.**
c. Address: 1605 Calvary Dr. City: Redlands Zip: 92373
d. UTM: Zone: 10 ; mE/ mN (G.P.S.)
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The building is a two story structure built on a raised foundation. Architectural style is Queen Anne Victorian with Colonial Revival and Shingle Style details. Commonly, this style is called Transitional, as the building was constructed in the years of overlap between the Victorian and Craftsman periods. The Marshall House is one of several rural residences built along Barton Road at the turn of the century. The house is wood framed with first story walls finished in clapboard siding and the second story walls finished in shingle. The basement walls are locally sourced granite with mortar tooled joints. The building is typical of the Queene Anne style in proportion and form, with rectangular plan and hipped roof.
A prominent two story cylindrical tower with conical roof capped with decorative finial provides asymmetrical balance to the building mass.
The wraparound covered porch features ornate Corinthian columns and square picket style railing. Columuns are doubled at the entry. A classical pediment with heraldic scroll motif defines the porch entry. The Dining Room features an elegant bay window. The substantial rafter tails feature an elliptical cut with integral gutter. The windows are a combination of double hung, fixed and casement. All are wood sash. A decorative diamond muntin pattern is found in the casement windows and in the upper lite of the center bay double hung window. The original roof was wood shake. The current roof is asphalt shingle. A single chimney with modest detail is located at the center of the building. All original historical character defining details are intact and in relatively good condition.
See addendum *E.O. 11593 Determination of Eligibility Notification, National Register of Historic Places* prepared for the Marshall House 9/13/78 for further information. The State Historic Preservation Officer concludes that the house meets the criteria of eligibility for historic designation per Secretary of Interior Standards.
***P3b. Resource Attributes:** (List attributes and codes) (HP6) Single Family Property
***P4. Resources Present:** x☐Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other (Isolates, etc.)

P5a. Front (North) View



P5b. Description of Photo: (View, date, accession #)

***P6. Date Constructed/Age and Sources:** x☐Historic ☐ Prehistoric ☐Both

***P7. Owner and Address:**
Guadalupe Cobonov
11423 Campus St.
Loma Linda, CA 92354

***P8. Recorded by:** (Name, affiliation, and address)
Don Fischer
Redlands Conservancy
P.O. Box 855
Redlands, Ca. 92373

***P9. DateRecorded:** April 22, 2019

***P10. Survey Type:**
Volunteer effort, to list the building as a local historic resource

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")
None

***Attachments:** ☐NONE ☐Location

BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code**

***Resource Name or #** (Assigned by recorder)

B1. Historic Name: Marshall House
B2. Common Name: Sandefur Mansion
B3. Original Use: Residence
B4. Present Use: Residence to be converted to Medical Office
***B5. Architectural Style:** Queene Anne Victorian with Colonial Revival and Shingle Style Details
***B6. Construction History:** (Construction date, alterations, and date of alterations)

The two story house was built in 1905-1906 by Rev. David H. Gillian, who had purchased the 10 acre property to plant an orange grove along Barton Road. Dr. John F. Marshall, a physician associated with sanatariums and hotels, bought the property in 1909 as a retirement investment. Shortly after moving to the property, Dr. Marshall died. His widow continued to live in the house until her own death in 1932. Her niece, Mrs. D. J. Stewart, moved out to live with her in 1910. Mrs, Steward lived in the house as a child and again as an adult in the early 1930's. Upon the death of Mrs. Stewart's father in 1936-1937, the house was inherited by Mrs. Marshall's two daughters. By 1976, the house was commonly known as the Floyd M. Sandefur Mansion. The furniture dealer's family had occupied the house for the preceding two decades.
No original building permit has been found. The only permits found are for repair work in the 1980's and for the replacement of a septic tank and re-roofing done in the 1990's.

***B7. Moved?** x ☐No ☐Yes ☐Unknown Date: Original Location: Yes: Original Address: 27297 Barton Rd.
***B8. Related Features:**

B9a. Architect: Unknown **b. Builder:** Unknown
***B10. Significance: Theme:** Transitional **Area:** West Redlands, County of San Bernardino
Period of Significance: 1880-1910 **Property Type:** Residential **Applicable Criteria** Local
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Marshall house is a historically significant property associated with pioneer economic and social development of early Redlands. The architectural style is commonly referred to as Transitional.
This style encompasses a relatively brief time period when the Queen Anne Victorian Style (1880-1910) overlapped with the Craftsman period (1905-1930).
The building is Victorian in form, plan, massing and first story detail, but has notable Craftsman detail evident in the exposed and prominent elliptical cut rafter tails. Nearly all historic character defining detail is intact and in relatively good condition.

B11. Additional Resource Attributes: (List attributes and codes)

B12. References:

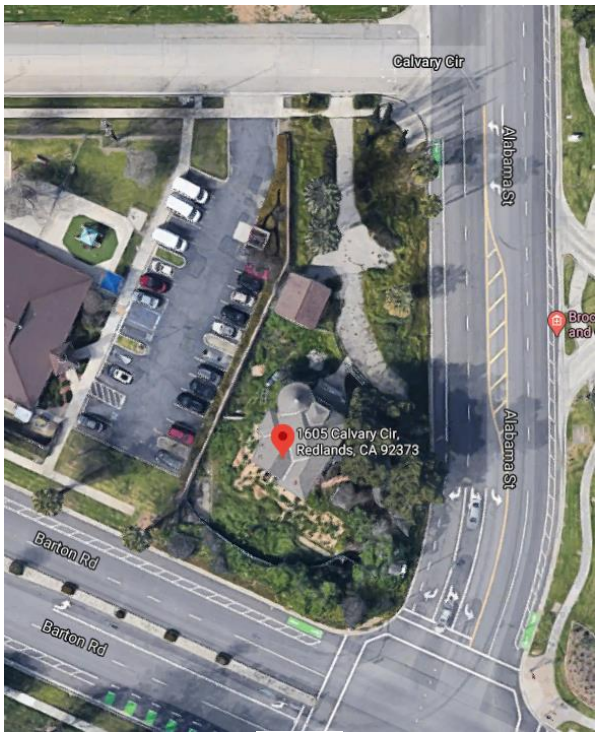
McAlester, Virginia and Lee, *A Field Guide to American Houses* (New York: Alfred A. Knopf)
E.O. 11593 Determination of Eligibility Notification, National Register of Historic Places
U.S. Dept. of Transportation *Federal Highway Administration* Letter to Dept. of the Interior (9-7-78)
Dept. of Parks and Recreation Letter to Federal Highway Administration (8-31-78)
Advisory Council on Historic Preservation letter to Federal Highway Administation (12-18-78)

B13. Remarks:

B14. Evaluator: Don Fischer, Redlands Conservance Volunteer
Shan McNaughton, Architect *C-28575*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



N

Primary # _____
HRI# _____

BUILDING, STRUCTURE, AND OBJECT RECORD

Resource Name or #* (Assigned by recorder)_____

***Date of Evaluation:** April 22, 2019

EO

HISTORIC PROPERTY FILE SINGLE PROPERTY PRINTOUT 04/08/05

Prop.#: 062124 MARSHALL HOUSE
Prim.#: 36-017535
Address:
27297 BARTON RD
REDLANDS 92373

County: SBR
X-Street:
Vicinity: X
Parcel #:

Category: BUILDING
Owner Type: UNDETERMINED

Present Use: UNKNOWN

Other Recognition:

CHL #:

Dates of Construction: 0000 - 0000

Architect:

Builder:

Historic Attributes: UNKNOWN

Eth:

Previous Determinations on this property:

Program	Prog. Ref Number	Eval	Crit	Eval-date	Evaluator
HIST.SURV.	2373-0449-0000	2S1		01/01/78	PERSON UNKNOWN

Key to EVAL:

2S1: Determined elig. for separate listing by the Keeper.

Needs data entry

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
REGION NINE
CALIFORNIA DIVISION
P. O. Box 1915
Sacramento, California 95809

ARIZONA
CALIFORNIA
NEVADA
HAWAII
GUAM
AMERICAN SAMOA

September 7, 1978

IN REPLY REFER TO
HD-CA

Reference:
M-R028(3)

Dr. William J. Murtagh
Keeper of the National Register
Heritage Conservation and Recreation Service
Department of the Interior
Washington, D.C. 20240

Dear Dr. Murtagh:

San Bernardino County proposes to widen a portion of Barton Road near Redlands, California with Federal-aid highway funds. An Historic Property Survey has been completed by the State Historic Preservation Office and the State Historic Preservation Officer has determined that there are two properties within the project's area of potential environmental impact that are eligible for inclusion in the National Register of Historic Places: the "Marshall House" and the "White House."

Enclosed is a copy of the SHPO's August 31, 1978 letter and the Determination of Eligibility for each of the two properties. We request your opinion concerning the eligibility of the "Marshall House" and the "White House" for inclusion in the National Register of Historic Places.

Sincerely yours,

C. G. Clarke

For
Omar L. Homme
Division Administrator

Enclosures

FORNIA—THE RESOURCES AGENCY EDMUND G. BROWN JR., Governor

MENT OF PARKS AND RECREATION
2390
MENTO 95811
) 445-8006

August 31, 1978

Mr. Omar L. Homme
Division Administrator
Federal Highway Administration
P.O. Box 1915
Sacramento, CA 95809

Attention: Richard Lemieux

Dear Mr. Homme:

Enclosed are two reports providing historical and architectural evaluations of the White House and the Marshall House. The two properties are located along Barton Road in the vicinity of Redlands, San Bernardino County.

As the State Historic Preservation Officer for California, I have determined that the two properties are eligible for inclusion in the National Register of Historic Places. The White House and the Marshall House are architecturally significant properties associated with pioneer economic and social development of the Redlands area. The visual quality of the White House is particularly accentuated by formal landscaping. Please consult the attached reports for specific references on significance.

A member of my staff participated in an on-site inspection of the Barton Road project on July 28, 1978. The Federal Highway Administration, Caltrans, County of San Bernardino, and the Office of Historic Preservation tentatively agreed to the boundary lines for the area of potential environmental impact.

The proposed road widening project will have an effect on the Marshall House by reducing the set back. Retention of landscape and redesign of the alignment suggests that the project will not have an adverse effect on the Marshall House.

The Barton Road project will adversely affect the White House by physically removing the rock wall located adjacent to the existing road.

Compliance with the Advisory Council Procedures requires that a Preliminary Case Report be prepared. The Case Report should include a description of the proposed project, alternatives to the project, and various mitigation proposals reducing the adverse impact.

Please do not hesitate to contact Eugene Itogawa at (916) 322-8701 for further assistance.

Sincerely yours,

William E Padgett

Dr. Knox Mellon
State Historic Preservation Officer
Office of Historic Preservation

GI:pbp

cc: Louis S. Wall
Advisory Council on Historic Preservation
P.O. Box 25085
Denver, CO 80225

C. Mac Farlane
Caltrans

Bob Hall
Caltrans

Advisory Council On Historic Preservation

1522 K Street N.W.
Washington D.C.
20005

DEC 18 1978

Mr. Omar L. Homme
Division Administrator
California Division, Region 9
Federal Highway Administration
P. O. Box 1915
Sacramento, California 95809

Dear Mr. Homme:

The Executive Director does not object to the Federal Highway Administration's determination that the proposed widening of Barton Road will not adversely affect the Marshall House.

The Council has received your proposal of October 31, 1978, concerning the "White House" and the proposed widening of Barton Road, San Bernardino County, California. We have reviewed the proposal and have determined that it is sufficient. Therefore, pursuant to Section 800.5 of the "Procedures for the Protection of Historic and Cultural Properties" (36 CFR Part 800), the Memorandum of Agreement for the project is enclosed.

Please sign and date this Agreement and forward it, with its attached proposal, to Dr. Knox Mellon, California State Historic Preservation Officer, for his dated signature. Thereafter, it must be returned to the Council's Office in Washington, D.C. for approval by the Chairman of the Council. Ratification by the Chairman will complete the Council's Procedures. A copy of the ratified Agreement will be provided for your records, and it will serve as evidence that you have satisfied your responsibilities pursuant to Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f, as amended, 90 Stat. 1320).

Thank you for your cooperation.

Sincerely,

Signed

Louis S. Wall
Assistant Director
Office of Review and Compliance, Denver

Enclosures

cc: Chairman
Ac Member-Hess
SHPO:CA
FLO:DOT-DAVENPORT
DOT-CHECCO

HCRS:NR
ORC: Quinn
FILE:CA/BARTON ROAD PROPERTIES/106/FHWA/Widening of Road
MCQ:DRS 11-30-78
REWRITTEN: KLEIMAN:UTLEY:lk 12/14/78

E.O.11593

DETERMINATION OF ELIGIBILITY NOTIFICATION

NATIONAL REGISTER OF HISTORIC PLACES

OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION

HERITAGE CONSERVATION AND RECREATION SERVICE

Request submitted by: DOT/FHWA/Omar L. Homme

Date request received: 9/13/78

Name of property: Marshall House State: California

Location: 27297 Barton Road, Vicinity of Redlands, San Bernardino

Opinion of the State Historic Preservation Officer:

(x) Eligible ( ) Not eligible ( ) No response

Comments:

The Secretary of the Interior has determined that this property is:

(X) Eligible Applicable criteria: C, A

Comments: The Marshall House is significant as a good local example of the late Queen Anne style with Colonial Revival detailing. It is representative of development of the area in the 1890's.

( ) Not eligible

Comments:

( ) Documentation insufficient (see accompanying sheet explaining additional materials required)

(Sgd.) William J. Murtagh

Keeper of the National Register

Date: OCT 2 0 1978

WASO-185
9/75

Determination of Elegibility for Inclusion in the National Register

I.

Agency making request for determination of elegibility: California Division, Federal Highway Administration, Sacramento.

Request is made as a part of the planning for the Barton Road Widening Project, County of San Bernardino.

II.

Property Name

Historic: Marshall House

Original builder/owner unknown. Interview with Mrs. D.J. Stewart, neice of Dr. and Mrs. John F. Marshall, indicated that the original owner's name began with a 'G.' Mrs. Stewart remembers the original owner as a retired minister who purchased the ten acre property to plant an orange grove. Mr. G. built the house on the property.

Dr. John F. Marshall, a physician associated with sanitariums and hotels, bought the property in 1909 as a retirement investment. Shortly after moving to Barton Road, Dr. Marshall died; his widow continued to live in the house until her own death in 1932. Her neice, Mrs. D.J. Stewart, moved out to live with her in 1910. Mrs. Stewart lived in the house as a child and again as an adult in the early 1930's. Upon the death of Mrs. Stewart's father in 1936–1937, the house was inherited by Mrs. Marshall's own two daughters.

Common: Sandefur Mansion

By 1976, the house was commonly known as the Sandefur Mansion. The Sandefurs had occupied the house for the preceding two decades.

III.

Location

27297 Barton Road
Vicinity of Redlands, California
County of San Bernardino

IV.

Classification

Buildings; occupied.
Private ownership.
Restricted accessibility.
Present use: rental.

V.

Ownership

Nonie A. and Dovie R. McAnally
12215 Seventh Street
Yucaipa, California 92399

VI.

Representation in Existing Surveys

None. The 1978 Redlands survey included 400 local properties within the city limits; it did not extend to county rural routes.

VII.

Description

A raised, two and one half story Queen Anne house with Colonial Revival and Shingle Style details, the Marshall House is one of several detached rural residences constructed along Barton Road at the turn of the century. The wood frame house has a first story exterior finish of narrow clapboard and a second story finish of shingles. A local gray speckled granite with flat finish faces the basement; cement mortar binds the individual stones. Typical of the Queen Anne in its proportion and form, the building is rectangular in shape, with a hipped roof. Originally the roof was probably wood shingle; today it appears to be asbestoes shingle.

Evocative of Victorian architecture, the ten room Marshall House has several distinctive features. Queen Anne details include a rounded front porch extending to the left of the main facade. To the right of the porch the curvilinear motif is continued by the two story round tower capped with finial. Two types of extended roof rafters, too, are unusual with a curvilinear cut-out at their tips. Colonial Revival details include the classical porch columns with Corinthian capitals - doubled at the entrance, the pediment over the front steps with heraldic scroll motif, the squat, vented dormer above the porch and the leaded windows. Window types are both casement and double-hung. At the left side, double-hung windows are set in a slanted bay, while at the right they are set in a square bay. Above the porch another square bay is completely lined with casement windows. There are two chimnies, one possibly of recent construction.

Mrs. D.J. Stewart indicated in a telephone interview of August 10, 1978, that the house was painted in light and dark green in the early twentieth century - with the upper story one shade and the lower the other. The house is now painted entirely white. The darker colors of the original scheme are more in keeping with the Victorian character of the building.

Stylistically, the house also contains hints of the Shingle Style that would be popular during the first decades of the twentieth century in California. Shingles are of a rectangular cut, not the curved shingle type most frequently found with the Queen Anne. The square bay over the porch with its bank of windows is another element associated with the Shingle Style, as is the granite facing of the basement.

Additions to the house include a flat roofed rear ell to the left of the building with a slatted pergola at its side. This unit would appear to date to the 1920's. A screened porch at the right side of the house also appears to be an addition of the 1920's. A large cinder block fenced-in yard at the rear is of recent construction.

Landscaping includes mature palms, pines and orange trees. Typical of the Redlands area orange grove estates, a semi-circular granite curbed drive with a side extension leading to rear outbuildings exists at the front of the house. Two barns, apparently of ca.1910-1920 construction, stand behind the main structure.

The Marshall House is in excellent condition.

VIII.

Significance

Period: ca.1898
Area(s) of significance: Exploration/Settlement
Architecture

Builder/Architect: Unknown

Justification for Dating: Both in overall form and detail the Marshall House is similar to ones appearing in Illustrated Redlands, a lavishly illustrated booklet of Redlands houses published in 1897. The house also appears on the first edition of the U.S.G.S. Redlands quadrangle map dated August 1901. This would indicate that the structure was completed no later than 1900.

Water, oranges, climate, transportation and civic amenities each played a key role in the development of the Redlands area. Initiated by the formation of the Redlands Water Company in 1881, growth began with the purchase and subdivision of land. During the early 1880's, some city buildings were erected and acreage was planted with fruit trees. To meet crucial irrigation needs the Bear Valley Dam was constructed in 1883-1885. During 1886 a railroad boom increased Redlands population. Formally platted in March 1887, "The Town of Redlands" came into existence. By 1889 orange growing had assumed a prominent place in the region's economy: the Redlands Fruit Growers' Association, the Redlands Orange Grove and Water Company and the Chamblin Warehouse and Haight Fruit Company were formed in this year. By 1897 Redlands had its own cannery. In conjunction with the development of the fruit industry, a second phenomenon occurred in the region. Redlands and vicinity attained a reputation as an extremely healthful environment, attracting numbers of wealthy retirees from the Eastern United States. During the 1890's Redlands gained many citizens and witnessed significant civic improvements.

The rapid development of the city of Redlands was based in large measure upon the previous growth of a group of outlying settlements. The three earliest of these were the Mission district near the Asistencia, Crafton to the East and Lugonia to the South. These settlements had one thing in common: they were dependent upon the zanja, the irrigation system built by the Spanish in 1820 to draw water from Mill Creek. The Mission district was the first to grow oranges in the area. Located only several hundred feet from the Asistencia, the Marshall House on Barton Road is thus situated in the very early settlement area for rural "Redlands."

The Marshall House is also part of a mini-building boom that occurred along Barton Road during the 1890's. Dr. Benjamin Barton, owner of a large parcel of property surrounding the Asistencia, had sold 1,100 acrea to a Los Angeles syndicate for subdivision in 1886. By 1890 this acreage was entitled the Barton Tract and was parcelled into forty acre lots of orange groves. Streets platted East-West were Barton, Orange, Citrus, Park and Colton; North-South were California, New Jersey, Nevada, Iowa, Alabama, Kansas, Tennessee, New York and Texas. Between 1890 and 1900 Terracina Avenue was added south of Barton Road near the Asistencia. A hotel was built (burned 1895) and a street car system was planned to run out from Redlands. An actual townsite of Terracina was auctioned off, but never formally developed. This early street system with seven houses located on Barton and Terracina is shown on the U.S.G.S. Redlands quadrangle of 1901. Of this cluster, four remain today: the 1860's Barton House near the Asistencia, the Marshall House and one across from it, and the White House at the corner of Barton and San Timeteo Canyon Road. Set among the orange groves, these houses presented a poignant picture: "When Redlands was a youngster, houses were few - orange groves were lonesome."

Architecturally, the Marshall House is a good example of the Queen Anne style adapted to the locale. The structure is raised, undoubtedly adapted to meet the conditions of the zanja flood plain. Its intricate details, including Corinthian capitals, heraldic scroll motif, tower and leaded windows set it apart from its more simply styled neighbor across Barton Road (also Colonial Revival in detail). Redlands health consciousness has also affected the design of the Marshall House: the extensive front porch, the dormers and the banks of windows are in part an environmental adaptation designed to take advantage of the area's famed sunshine.

IX.

Bibliography

"Alabama Intersection Revised: New Routing for Barton Road Mapped," Redlands Daily Facts, June 5, 1976, 3.

Barton Tract, Redlands, ca.1890. (Pamphlet, A.K. Smiley Library, Redlands.)

Brown, John Jr. and Boyd, James, History of San Bernardino and Riverside Counties, Chicago, 1922, I.

Redlands Daily Facts, Illustrated Redlands, Redlands, 1897.

Grace, Katherine Ann, "Development of the Redlands Area to 1900," Senior Thesis, University of California, Riverside, History Department, 1966.

Hinckley, Edith Parker, On the Banks of the Zanja: The Story of Redlands, Claremont, California, 1951.

"More Funding Sought for BArton Road Work," Redlands Daily Facts, January 26, 1977.

Nelson, Lawrence Emerson, Only One Redlands; Changing Patterns in a Southern California Town, Redlands, 1963.

*
United States Geological Survey, Redlands Quadrangle Map, Surveyed 1898-1899, Edition of August 1901. (A.K. Smiley Library, Redlands: Map E 120:4)

Water Connection Date: January 13, 1927. City Hall Records, Redlands.

X.

Geographical Data, Maps, and Acreage

Acreage: Approximately $1^{1/2}$ acres.
Quadrangle Name: Redlands
Quadrangle Scale: 1:24,000
UTM References: Zone 10
Easting: 480800
Northing: 3766265

Verbal Boundary Description: The Marshall House is located directly at the southern terminus of Alabama Street on Barton Road.

Maps: See attached.

XI.

Photographs

See attached.

XII.

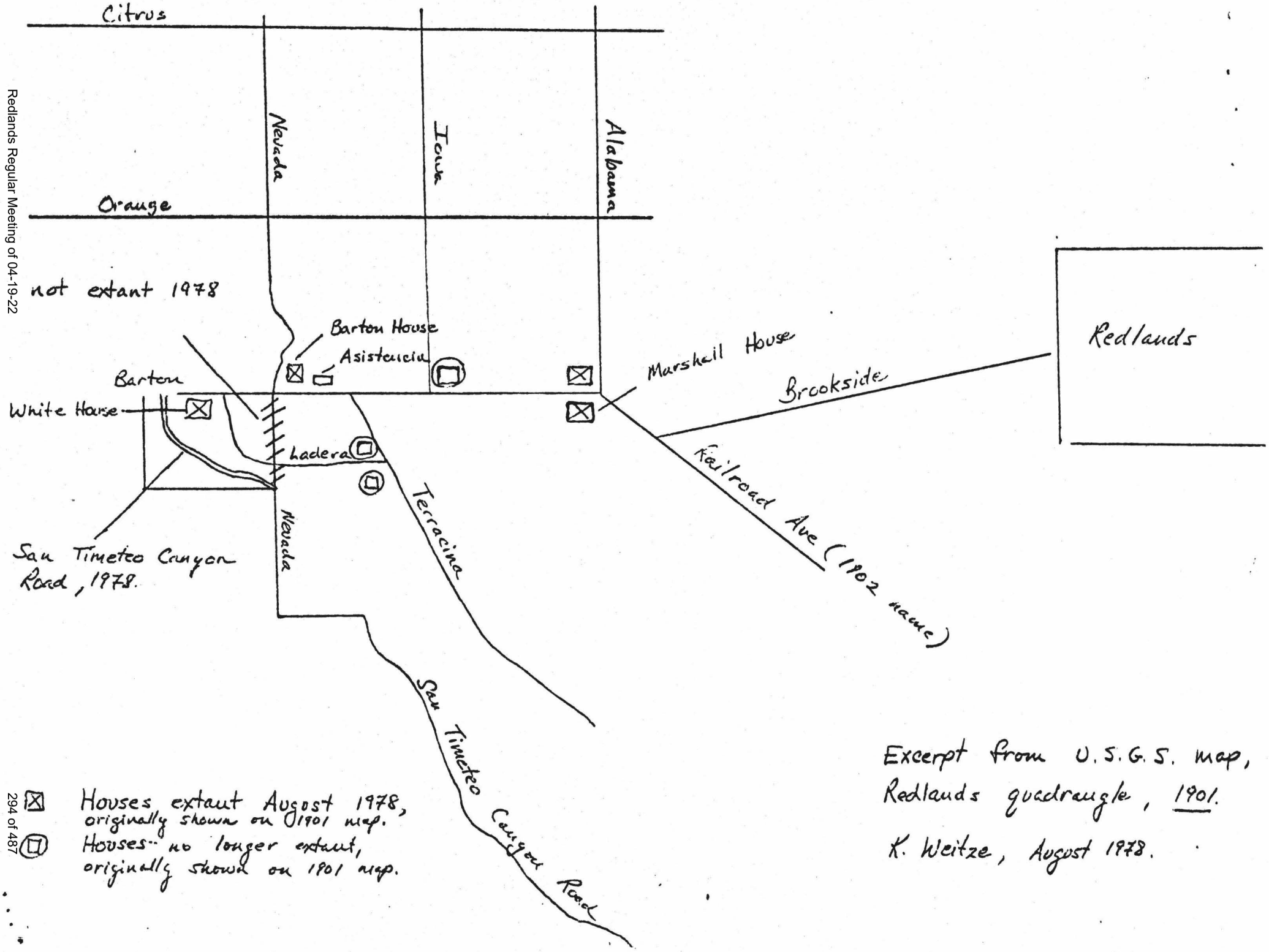
Individual Compiling Documentation

Dr. Karen J. Weitze, Architectural Historian
Office of Historic Preservation
1220 K Street (P.O. Box 2390)
Sacramento, California 95811

(916)-322-8708

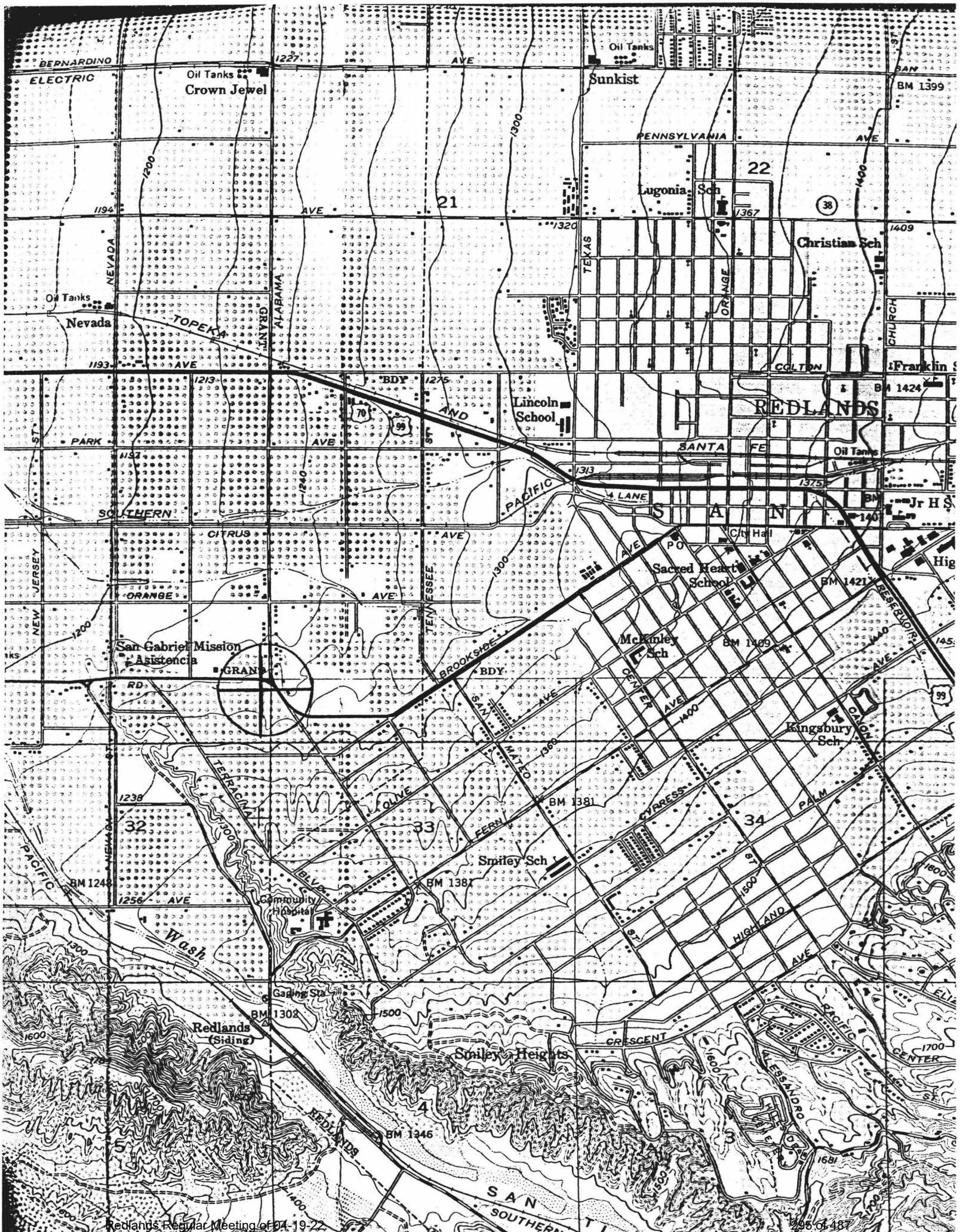
Site Inspection and Research: August 4, 1978
August 9 and 10, 1978
Documentation Prepared: August 11 - August 29, 1978

*Interview with Mrs. D.J. Stewart, August 9 and 10, 1978.



Excerpt from U.S.G.S. map, Redlands quadrangle, 1901.

K. Weitze, August 1978.

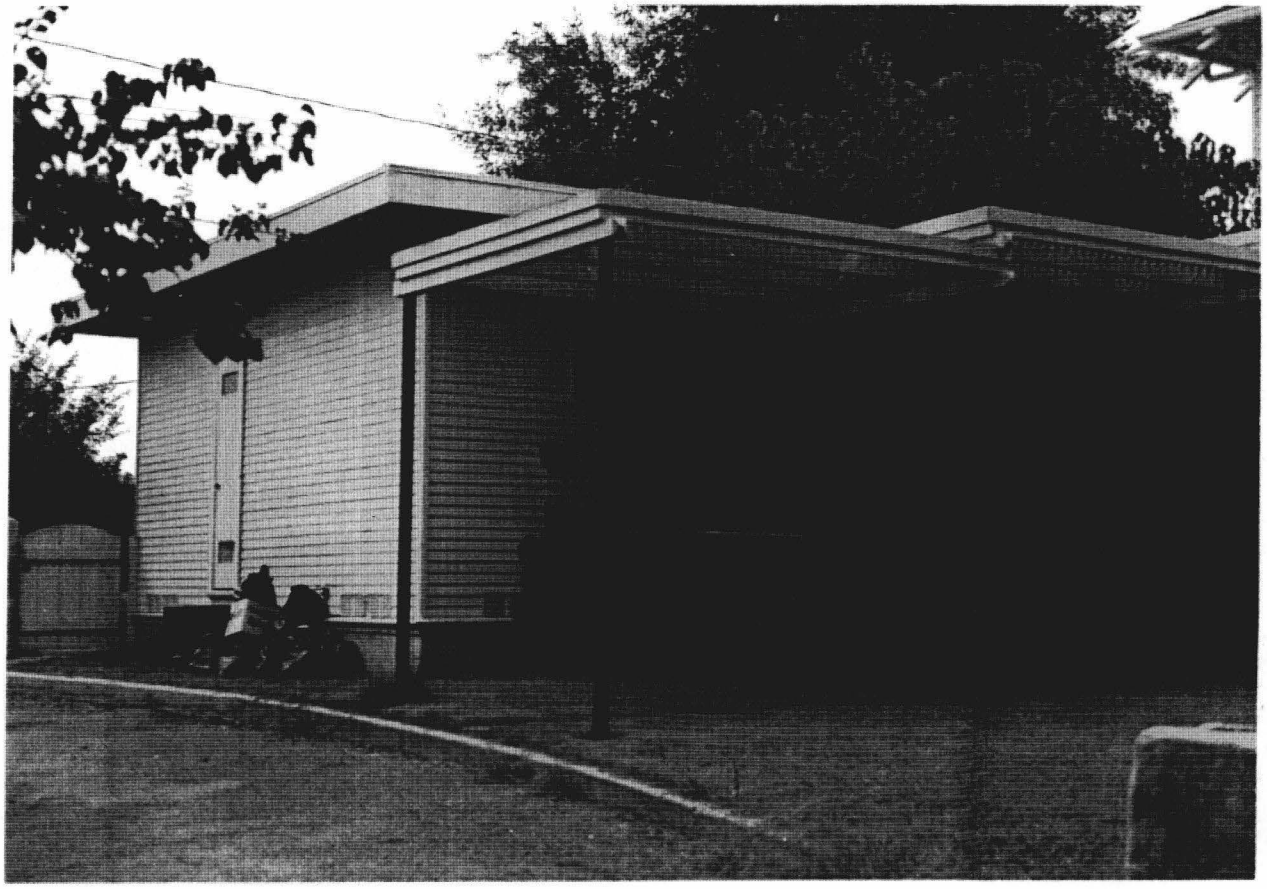

Oil Tanks
Crown Jewel
Sunkist
BM 1399
PENNSYLVANIA AVE
Lugonia Sch
Christian Sch
Oil Tanks
Nevada
TOPEKA
GRANT
ALABAMA
NEVADA
TEXAS
ORANGE
CHURCH
COLTON
Franklin
BM 1424
REDLANDS
Lincoln School
BDY
AND
SANTA FE
Oil Tanks
PARK AVE
SOUTHERN PACIFIC
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SAN
Jr H S
City Hall
P O
Sacred Heart School
BM 1421
CITRUS AVE
ORANGE AVE
JERSEY
NEW
TENNESSEE
RESERVOIR
San Gabriel Mission Asistencia
GRAND
BROOKSIDE
McKinley Sch
BM 1409
CENTER AVE
SAN MATEO
Kingsbury Sch
OLIVE
CYPRESS
PALM
FERN
TERRACINA BLVD
BM 1381
Smiley Sch
Community Hospital
BM 1248
PACIFIC
NEWARK
Wash
HIGHLAND AVE
Gaging Sta
BM 1302
Redlands (Siding)
Smiley Heights
CRESCENT
ALESSANDRO
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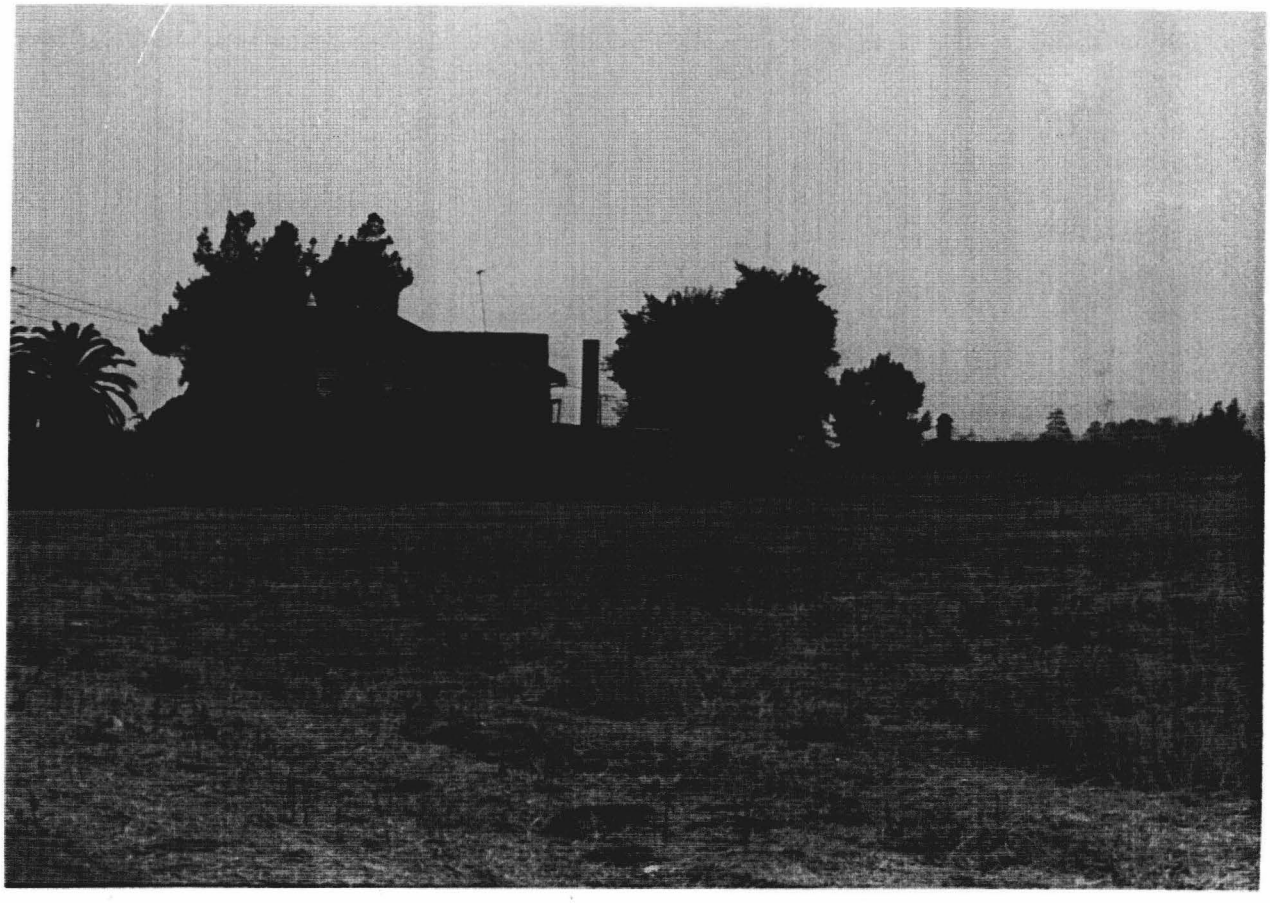












McNAUGHTON ARCHITECTURE, INC.

300 E. State St, Ste. 360 Redlands, Ca 92373
(909) 557-7358 shan@mna-p.com
www.mna-p.com

DATE: January 26, 2021

TO: City of Redlands Planning Department

RE: Variance Application
PROJECT: Historic Restoration/ Adaptive Use

Property: 1605 Calvary Circle Redlands, CA 92373
Zone: EV/AP (East Valley Corridor/Administrative Professional Office)
APN: 0293-133-13-0000

Project Description:

The existing building is a substantial, well preserved 2 story Transitional Style residence. Built in 1903 during the transition from Victorian to Craftsman, the building is a complimentary marriage of both architectural styles. The form and character of the house are high style Queen Anne Victorian, with a combination of early Craftsman elements, notably the distinctive rafter tails. This building is an excellent example of the style featuring elegant Corinthian turned columns, flared roof eaves, decorative roof brackets, double hung wood sash windows, and a prominent cylindrical tower that provides balance to the asymmetrical front façade.
The house has undergone limited renovation over the years, but has had several inappropriate additions built. Most original character defining historic detail is intact and in good condition.

This project constitutes a change of use (from residential to commercial). The historic building will undergo a complete period appropriate restoration along with required structural building, fire and energy code upgrades necessary for the conversion.
An addition component is also required for a reasonable economic return on investment. The two story addition has been designed to complement the historic building per Secretary of Interior Standards.

Reason for Variance Application:

The subject property was originally a much larger parcel occupying the full triangular plot of land defined by Barton Rd. to the south, Alabama St. to the east, and Calvary Circle to the North. In the 1990's, the lot was subdivided to create 2 unequally sized parcels. The present boundaries of the subject parcel are grossly substandard for the EV/AP zone. *The lot line adjustment should not have been approved*. The result is a lot narrower than the code allows by 20'. The minimum lot width in this zone is 80'. The existing lot is 60' in width.

Another factor is the potential future widening of Alabama St. to 120' right of way ultimate width. This results in the loss of 10' of the easterly border of the site. At 50' in width, the dedication makes an already non-conforming site even narrower. It also makes compliance with the presently adopted code impossible.

Variance 1: Alabama St. Parking Lot setback
Findings for Variance:
1. *That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone.*
The substandard lot width is the exceptional condition that makes compliance with the code impossible to meet. The building setback from Alabama Street is 30' in compliance with EV standards.

1.1: The 15' parking lot setback is impossible to meet.
The 15' parking setback was envisioned for larger properties and is not appropriate to substandard historic lots. The proposed development provides for the code required 5' planter width at west property border, an 18' parking stall depth, and a 26' wide vehicular access lane for two way traffic. MUED stipulated that a one way traffic pattern (with egress onto Alabama St.) would not be allowed due to safety and traffic flow concerns. Therefore, compliant two way traffic which requires 26' aisle width, is proposed. The 26' access aisle width meets the east border of the 10' dedication, with no room for setback.

The ADA path of travel is proposed within the dedication space. Preserving the dedication space in the interim as a green belt with 5' wide ADA compliant path of travel meets the intent of the EV landscape guidelines, but appropriately scaled to the narrow dimensions of the historic and (noted substandard) lot.

1.2 The second factor is the 26' wide ingress/ egress driveway. This is also impossible to meet given the constricted site width and proximity to the corner of Calvary Circle and Alabama. A 20' wide ingress/egress driveway is proposed instead. 20' meets the Fire Dept. access width requirement and is a reasonably safe width for ingress/ egress to a site with a limited on-site parking load (20). This adjustment to driveway width meets the necessary safety criteria while respecting the historic and residential character of the substandard lot.
1.3 The third factor is the requirement for a vehicular loading zone. There is simply not enough space on site to dedicate space for loading. The substandard lot width and irregular shape are the reasons this criteria cannot be met. This development will be a professional office building, not a use requiring frequent deliveries.

2. *That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone district, but which is denied to the property in question.*
The properties located at 11200 Alabama, 11210 Alabama and 11168 Alabama are all located with substandard building and parking setbacks.

3. *That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements of others in the vicinity.*
The granting of this variance will not be detrimental in any way to the public welfare or property owners in the vicinity. The proposed development provides for a clear and ADA compliant path of travel within the required dedication. The path of travel will be bordered by landscape planting per East Valley Corridor guidelines.

4. That the granting of such variance will not adversely affect the general plan of the city of Redlands.
The proposed conversion from residential use to medical commercial is the highest and best use for this historic residence. The historic preservation / adaptive use goals of this development align with General Plan goals.

Shan McNaughton
Architect C-28575

RESOLUTION NO. 8321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DESIGNATING THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE AS A HISTORIC RESOURCE (HISTORIC AND SCENIC RESOURCE NO. 135)

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Chapter 2.62 of the Redlands Municipal Code establishes rules and regulations governing the designation, preservation and perpetuation of historic and scenic properties; and

WHEREAS, the Historic and Scenic Preservation Commission held a duly noticed public hearing on November 4, 2021, and considered the designation of, and subsequently nominated the Property as, a historic resource in accordance with procedures established in Chapter 2.62 of the Redlands Municipal Code; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a duly noticed public hearing to consider the recommendation of the Historic and Scenic Preservation Commission;

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

Section 1. The City Council hereby determines that the approval of the Project and this Resolution are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The Property is hereby designated as a historic resource in accordance with the provisions and criteria contained in Section 2.62.170 of the Redlands Municipal Code. The Property, with the exception of the non-contributing detached garage constructed in 1980, was originally constructed with a single-family dwelling in or around 1905-1906, embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant architectural innovation, has unique design or detailing, and is a particularly good example of a period or style.

Section 3. The primary structure located on the Property shall be officially known as the "Marshall House."

Section 4. With the exception of the aforementioned garage, neither the remaining structures on the Property, nor the Property, shall be altered on the exterior, moved, demolished, subdivided, or

otherwise permanently changed, unless a Certificate of Appropriateness or Certificate of Hardship has been first secured from the City.

Section 5. The City Clerk is hereby directed to cause a certified copy of this Resolution to be recorded with the County Recorder, County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING AMENDMENT NO. 47 TO SPECIFIC PLAN NO. 40 TO AMEND DIVISION 4 (COMMUNITY DESIGN), CHAPTER 1 (CIRCULATION), SECTION EV4.0110(B) (ROAD STANDARDS), SECTION EV4.0155(A) (SPECIAL LANDSCAPED STREETS), AND SECTION EV4.0125(2) (SETBACKS AND INTERSECTIONS) TO AMEND THE REQUIRED ROAD RIGHT-OF-WAY REQUIREMENTS FOR THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE.

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Specific Plan No. 40 Amendment No. 47 is a proposal to amend the East Valley Corridor Specific Plan, Division 4 ("Community Design"), Chapter 1 ("Circulation"), Section EV4.0110(b) ("Road Standards"), Section EV4.0115(a) ("Special Landscaped Streets"), and Section EV4.0125(2) ("Setbacks at Intersections") to amend the required road right-of-way requirements of a 300 linear foot segment of Alabama Street on the north side of Barton Road (from a width of 120 feet to 110 feet), allow for a 50 foot half-width on the western side and a 60 foot half-width on the eastern side of Alabama Street, and exclude the segment of Alabama Street from the special landscape street and intersection design requirements; and

WHEREAS, on February 22, 2022, the Planning Commission held a duly noticed public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and,

WHEREAS, the Project is exempt from review under the California Environmental Quality Act ("CEQA") in accordance with Sections 15061(b)(3) and Section 15301 (Existing Facilities) for additions to existing facilities, Section 15331 (Historical Resource Restoration/Rehabilitation) for rehabilitation projects to historic resources, and Section 15305 (Minor Alterations in Land Use Limitations) exempts variances and historic parking modifications of the State's CEQA Guidelines; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Amendment No. 47 to Specific Plan No. 40 approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Amendment was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. California Environmental Quality Act. The City Council hereby determines that the Project and this Resolution approving the Specific Plan Amendment are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. General Plan Conformity. The proposed Specific Plan Amendment will conform with the Redlands General Plan.

Section 3. Specific Plan Amendment Approved. Specific Plan Amendment No. 47 to Specific Plan No. 40 is hereby approved. Specific Plan Amendment No. 47 shall amend the East Valley Corridor Specific Plan, Division 4 (Community Design), Chapter 1 (Circulation), Section EV4.0110(b) (Road Standards), Section EV4.0115(a)(Special Landscaped Streets), and Section EV4.0125(2) (Setbacks at Intersections) to amend the required road right-of-way requirements of a 300 linear foot segment of Alabama Street on the north side of Barton Road (from a width of 120 feet to 110 feet), allow for a 50 foot half-width on the western side and a 60 foot half-width on the eastern side of Alabama Street, and exclude the segment of Alabama Street from the special landscape street and intersection design requirements, as shown Exhibit "A."

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

ATTEST: Paul T. Barich, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Section EV4.0115 Special Landscaped Streets

(a) Introduction

The dominant design element for the East Valley Corridor will consist of unified streetscape themes to be established throughout the planning area, incorporating consistency of setbacks, street planting, berming, walls and sidewalks. In order to establish this consistency, major arterials within the planning area have been designated as Special Landscaped Streets, with specific design guidelines developed for each one.

A key element of the streetscape design, providing a dramatic and recognizable image for the area, will be a continuation of the existing grid pattern of Washingtonia Robusta palms (Mexican fan palms), both north and south of Interstate 10. Understory plantings of canopy type street trees, shrubs and groundcover will provide shade, color and a more human scale to the streetscape. The landscape design and plant palette for each major street is intended to be consistent throughout the planning area.

Properties which abut any of the streets listed below must landscape the area adjacent to the roadway as provided in Sections EV4.0115 (b) through (k). The only improvements which may encroach into this landscaped area are driveway entrances, sidewalks, planters, fences or walls not to exceed three and a half (3-1/2) feet in height. Parking areas adjacent to roadways are subject to the landscape requirements of Section EV4.02S0.

Specific design and or plant materials may be modified at the discretion of the approving agency when there is a conflict with the location of public utilities. Development applications requesting a deviation from specific design standards or plant materials shall clearly identify what conflict exists with public utilities, what specific standards apply, and how the conflict will be resolved. The approving agency may modify adopted design or plant material requirements when a demonstrated conflict with public utilities exists that cannot be resolved without deviating from adopted standards.

Special Landscaped Streets within the East Valley Corridor area include the following:

Redlands Boulevard (see Section EV4.0115(b))
San Bernardino Avenue (see Section EV4.0115(c))

Alabama Street (see Section EV4.0115(d)), North of Calvary Circle
California Street (see Section EV4.0115(e))
Palmetto Avenue, between California and Alabama Streets (see Section EV4.0115(f))
Lugonia Avenue (see Section EV4.0115(g))
Barton Road (see Section EV4.0115(h))
Mountain View Avenue (see Section EV4.0115(i))

Section EV4.0110 Road Standards

(a) Standards and specifications for transportation facilities and all work within the road rights-of-way shall conform to the County's Standards and Specifications Manual unless specifically modified herein. Typical sections of roads within the planning area are shown in Figures 4-2 through 4-6.

(b) Right-of-way shall be required as shown on the Specific Plan Circulation map except in the following instances:

(1) On California Street between Palmetto Avenue and Almond Avenue, the existing fan palm row shall be placed in a 22-foot landscaped median. To accommodate this median, the road right-of-way shall be 126 feet instead of 120 feet on this stretch.

(2) On Palmetto Avenue between California Street and the existing alignment of Nevada Street, the existing double row of fan palms will be placed in a 34-foot landscaped median. To accommodate this median, the road right-of-way shall be 106 feet instead of 104 feet on this stretch.

(3) On Alabama Street, south of Calvary Circle, the road right-of-way shall be 110 feet instead of 120 feet, with a 50 foot half width of the west side and a 60 foot half width on the east side.

(c) In order to accommodate medians and parkways landscaped with fan palm rows, sidewalks shall be placed outside of the right-of-way on the following streets. In these instances, the reviewing agency shall be granted a sidewalk easement for maintenance.

Redlands Boulevard
San Bernardino Avenue
Alabama Street
Palmetto Avenue between California Street and Nevada Street

(d) Access control standards shall be as follows:

(1) No direct driveway access from individual residences shall be permitted onto major arterials, major highways or secondary highways.

(2) Intersections shall be placed a minimum of 400 feet centerline to centerline from freeway on and off ramps.

(3) Offset intersections shall be a minimum of 300 feet centerline to centerline.

(4) Access shall be controlled on major arterials and major highways to minimize curb cuts and facilitate the flow of traffic. Any new development or subdivision of land adjacent to these roadways shall be required to dedicate vehicular access rights, except where access points are shown on an approved Site Plan. Shared access and parking, and use of side streets for access, shall be required whenever possible

(5) All development proposals shall be designed so as to provide for a free flow of vehicles in and out of the site as well as for easy access to the various activity areas within each site.

(6) Placement of access points into each site shall minimize interference with the off-site circulation system.

(7) Where medians are located in the street fronting the site, driveways should be provided where median breaks occur.

(8) Adequate provisions shall be made for emergency vehicle access, with a minimum of two (2) points of ingress and egress provided to each site.

(e) Intersection design shall conform to the following standards:

(1) Intersections less than 80 degrees shall not be permitted without special approval from the reviewing agency. The 90-degree angle is preferable.

(2) If offset streets are to be continuous, they shall be curved to approach the intersection so as to effect a right-angle alignment.

(3) At intersections where additional traffic lanes are indicated by traffic analysis, provision shall be made for requiring additional right-of-way and curb width within 300 feet of the intersection.

(f) The following streets shall have landscaped center medians:

Palmetto Avenue
California Street, from Barton Road to Palmetto Avenue
Redlands Boulevard, from California Street to New York Street
Barton Road, from Terracina Boulevard to Kansas Street

(g) No parking, except for emergency parking, shall be allowed on any street which has four or more lanes, (includes major arterials, major highways, and secondary highways).

(h) Cul-de-sac standards shall be as follows:

(1) Cul-de-sacs shall have a minimum paved radius of 40 feet.

(2) Length of cul-de-sac shall not exceed 600 feet.

(i) Private streets shall be constructed in accordance with approved Planned Development Standards.

Section EV4.0125 <u>Setbacks at Intersections</u>

(a) As part of the streetscape design component of the Specific Plan, intersections shall be designed to provide a unified character throughout the planning area. Intersections shall be classified as follows:

(1) Primary intersections:

Alabama Street and Palmetto Avenue
Alabama Street and Lugonia Avenue
California Street and Lugonia Avenue

(2) Secondary intersections:

San Bernardino Avenue and Mountain View Avenue (southeast corner)
San Bernardino Avenue and Nevada Street
San Bernardino Avenue at Tennessee Freeway (State Route 30)
Mountain View Avenue at Interstate 10 (northeast corner)
Redlands Boulevard and Anderson Street
Redlands Boulevard and California Street
Redlands Boulevard and Alabama Street
Barton Road and California Street (northeast corner)
Barton Road and Alabama Street (northwest and northeast corners)

(b) Building setbacks from intersections shall be defined by a line in a horizontal plane, taken at a forty-five (45) degree angle, connecting the property lines. On primary intersections, this line shall be drawn 50 feet from the intersection of the property lines or prolongation of such lines; on

RESOLUTION NO. 8323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1107 FOR THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Conditional Use Permit No. 1107 is a proposal to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Conditional Use Permit No. 1107 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the Applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Conditional Use Permit No. 1107 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council hereby approves Conditional Use Permit No. 1107 for the Project, subject to the conditions of approval identified in Exhibit "A," Exhibit "B," and Exhibit "C" of this Resolution, and based upon the following findings:

A. That the proposed development will not adversely affect the applicable land use plans of the city;

The proposed development will be consistent with the Administrative Professional District (EV/AP) of the East Valley Corridor Specific Plan and will establish a use that is permitted by right. The design of the project has incorporated the recommendations of the Secretary of the Interior's Standards for the Treatment of Historic Properties to ensure the retention of the property's historic integrity while implementing an adaptive reuse project for a non-residential use in a residential building. The project will comply with all applicable land use plans of the city, including the Specific Plan and the City's General Plan.

B. That the proposed development will not be detrimental to the public health, safety and welfare;

The proposed development will not be detrimental to the public health, safety and welfare. The project will rehabilitate the existing structure to current Historic Building Code and Fire Code requirements, will establish a permitted use in an existing building that has remained vacant for several years, the building will be updated to provide ADA accessible access, and the site plan has been designed to ensure vehicular and pedestrian safety. As a permitted use, the establishment of a medical office will be consistent and compatible with the surrounding uses in the area.

C. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards;

The proposed development will comply, to the maximum extent feasible, with the regulations of the city's general plan, zoning district, and development standards. A variance and historic parking modification have been included in the project's overall scope to provide relief to development standards with unique site constraints to promote historic preservation. The use will be consistent with the zoning designation and general plan designation, and appropriate adaptive reuse of historic properties is encouraged through policies within the City's General Plan.

D. That the proposed development is appropriate at the proposed location.

The proposed development is appropriate at the proposed location. The property has been zoned Administrative Professional (EV/AP) since the East Valley Corridor Specific Plan's adoption in 1989, the new use is permitted in the zoning designation, and the use is compatible with the surrounding commercial, institutional, and high density residential uses.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 1107

1. This approval is to rehabilitate and adaptively reuse an existing single family dwelling as a medical office and construct a 1,238 square foot two-story addition (resulting in a total building size of 3,649 square feet) on a 19,970 square foot lot, located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

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

3. This permit/approval is granted for the project plans dated February 18, 2021 ("the plans") on file with the Planning Division. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

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

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

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

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

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

9. The applicant shall apply for a demolition permit, which is to be reviewed by the Planning Division.

10. The applicant shall obtain approval of a Certificate of Appropriateness, prior to issuance of building permits for exterior improvements. All exterior improvements shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City's Historic Design Manual.

11. The applicant shall comply with all applicable provisions of Section 18.224.020

(Transportation Control Measures) of the Redlands Municipal Code.

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

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

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

15. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

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

17. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

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

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

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

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

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

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

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

25. The Final Landscape Plans shall incorporate the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Prior to the construction or installation of any monument sign, or issuance of the permits for such, the applicant shall submit and obtain approval of a Commission Review and Approval with the Planning Commission.

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

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

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

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

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

of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

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

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

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

Brian Desatnik
Development Services Director

EXHIBIT “B”

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1107

Date of P.C. Meeting:	**February 22, 2022**
Applicant:	**Shan McNaughton**
Location:	**1605 Calvary Circle**
Project Description:	**Rehabilitate and Adaptively Reuse an Existing Single Family Dwelling as a Medical Office**

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

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

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

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

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

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets.

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

No map is required for this application.

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

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

2. Plans required to be submitted shall include:
   a. Grading;
   b. Erosion Control; and
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List.

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

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

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

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

7. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)

- Water Capital Improvement Charge; (RMC 3.48)
- Water Source Acquisition Charge; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44) and
- Solid Waste Capital Improvement Charge. (RMC 3.70)

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

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

10. Requirements for Alabama Street (RMC 18.192.050):

    a. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Barton Road (RMC 18.192.050) :

    a. Construct standard sidewalk along the entire street frontage and connect to existing sidewalk west of project site. Provide pedestrian guard rail as needed and as accepted by the City Engineer;
    b. Construct ramps at all curb returns;
    c. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    d. Construct underwalk drain, if necessary; and
    e. Install commercial fire hydrants as required by the Redlands Fire Department.

12. Requirements for Calvary Circle (RMC 18.192.050) :

    a. Provide truncated domes at existing ADA ramp;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Provide for adequate drainage facilities. (RMC 192.050)

14. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 18.192.050)

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

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

17. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

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

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION (Irrigation, if requested).

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

2. Water Source Acquisition Charge; (RMC 13.40)

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

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

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

2. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-

227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donald P Young

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

AC

Initial

FILE: CUP 1107

EXHIBIT “C”

FIRE DEPARTMENT
CONDITIONS OF APPROVAL

[ATTACHED]

Title: Development Guidelines

Number: FG-100 **Revision: A** **Date:** 09-30-15

Scope: To provide a general guideline of fire department standards and overall project development.

Description: General guidelines for project development with the City of Redlands Fire Department.

Case #: 1107 Reviewed By: PKOM Date: 9/8/18

PROJECT SITE: 1605 Calvary Circle

GENERAL REQUIREMENTS:

- ☒ The Fire Department plan review encompasses the Architectural plans only. Fire sprinkler system, fire alarm system, underground fire service main and hydrants, high-piled storage configuration or any other fire protection system or required fire department permits require a separate deferred plan submittal and are not encompassed in this plan review or approval.
- ☒ The developer shall provide for adequate fire flow. Minimum fire flow requirements shall be based on square footage, construction features, and exposure information supplied by the developer and **must** be available **prior** to placing combustible materials on site in accordance with the California Fire Code.
- ☒ Construction documents shall be in accordance with section 105.4 of the California Fire Code. Construction documents shall be submitted in such form and detail to ascertain by review whether the work indicated and described is in accordance with the requirements of the code. The City of Redlands Building and Safety Department provides a handout for tenant improvement plan check requirements. While this document shall serve as guidance, it is not the intent of this document to be all encompassing. It is incumbent upon the design professional to provide the needed information on the plans.

HYDRANTS:

- ☒ Public fire hydrants are required along streets at intervals not to exceed 300 feet for the commercial and multi-residential areas and at intervals not to exceed 600 feet for residential areas.

- ☒ Fire hydrant minimum flow rates of 1,500 gpm at a 20 psi minimum residual pressure are required for commercial and multi-residential areas. Minimum for hydrant flow rates of 1,000 gpm at a 20 psi minimum residual are required for residential areas.
- ☐ A hydrant shall be within 50 feet of all Fire Department Connections.
- ☐ Private fire hydrants shall be installed to protect each building located more than 150 feet from the curb line. No fire hydrants should be within 40 feet of any exterior wall.

FIRE DEPARTMENT ACCESS:

- ☐ Provide two separate, dedicated routes of ingress/egress to the property entrance. The routes shall be paved, all weather.
- ☒ Provide an access road to each building for fire apparatus. Access roadway shall have an all-weather driving surface of or less than 20 feet of unobstructed width.
- ☐ Extend roadway to within 150 feet of all portions of the exterior wall of all single story buildings.
- ☐ Extend roadway to within 50 feet of the exterior wall of all multiple-story buildings.
- ☒ Access will not have an up or downgrade of more than 12%. Access will not be less than 20 feet in width, with approved turnouts or 20 feet without turnouts and will have vertical clearance of 15 feet. Access will be free of sharp confined turns and will be designed to withstand the weight of any type of emergency vehicle. Access will have a turning radius of 45 feet capable of accommodating fire apparatus.
- ☐ An approved turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
- ☐ Turnouts shall be a minimum of 10 feet wide and 30 feet in length, with a minimum of 25 feet taper on each end.
- ☐ Driveways exceeding 100 feet in length, but less than 600 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 600 feet in length, turnouts shall be provided no more than 300 feet apart.
- ☐ Streets and cul-d-sacs serving commercial development shall be a minimum of 26 feet wide. Roadways serving buildings 30 feet and greater in height shall be a minimum of 30 feet wide to accommodate aerial truck operations.
- ☐ All proposed traffic calming elements shall be submitted to the fire department for review and approval prior to installation.

SITE:

- ☒ All access roads and streets are to be constructed and usable prior to combustible construction and shall meet the requirements of the adopted ordinance.

- ☐ Two points of connection are required for projects that require a total demand of 3000 gallons per minute for duration of three (3) hours at twenty (20) pounds per square inch.
- ☒ During the construction of this project the site address shall be clearly visible at the job site entrance. Clear and present addressing will enable emergency services equipment and inspectors to locate the job site from the public street. Address numbers shall be a minimum of 24 inches in height. Fire safety during construction shall be in accordance with the California Fire Code.
- ☐ The developer shall provide temporary turn-around for cut-off streets created by project phasing.

BUILDING:

- ☒ Address numerals shall be installed on the building at the front and visible from interior access roadways.
- ☐ New residential buildings that contain two or less dwelling units shall have minimum four (4) inch high numbers with a minimum stroke width of one-half (1/2) inch, and shall be internally illuminated by means of a low voltage power source during the hours of darkness.
- ☐ Where setbacks exceed 100 feet from the street or road, additional non-illuminated four (4) inch numbers shall be displayed at the property entrance.
- ☒ Commercial buildings shall have a minimum of eight (8) inch high numbers, with a minimum stroke width of one (1) inch. Commercial buildings with a total floor area of 100,000 square feet or greater, shall have a minimum of twelve (12) inch high numbers, with a minimum stroke width of one and one half (1 ½) inch. and be illuminated during the hours of darkness.
- ☐ A fire control room for fire department operations shall be provided on all Group M,F,S-1 or S-2 greater than 50,000 square feet.. The location and accessibility of the fire control room shall be approved by the fire code official.
- ☐ Fire extinguishers must be installed prior to the building being occupied. The minimum rating for any fire extinguisher is **2A 10B/C**. Minimum distribution of fire extinguishers must be such that no interior part of the building is over 75 feet travel distance from a fire extinguisher.
- ☐ All buildings, over 200 square feet, shall be equipped with an automatic fire sprinkler system designed to NFPA standards. This includes existing buildings with a 50% remodel, and any change in use over 5,000 square feet.
- ☐ Provide and show on plans; As a result of fire and ensuing demolition the project will require fire sprinklers to be installed throughout the building.
- ☒ Submit plans for the fire protection to the Fire Department prior to beginning construction of the system. Permit required.
- ☐ Tenant improvements in all sprinklered buildings are to be approved by the Fire Department prior to start of construction. Permit required.

Fire Sprinklers required in any building that goes from an R to a commercial occupancy (Adaptive Reuse) RMC 15.20.460 throughout the entire structure.

- ☐ Provide fire alarm (required throughout). Plans must be approved by the Fire Department prior to start of installation. Permits required.
- ☐ Fire Code Permit required contact (909) 798-7601.
- ☐ Fire Sprinkler monitoring required. Plans must be approved by the Fire Department prior to the start of construction. Permit required.
- ☐ Occupant load shall be approved by the Fire Department and shall be provided on all plans.
- ☒ Knox box is required. The proposed project requires the installation of a Fire Department Emergency Key Box to be installed on the exterior of the building at a location approved by the Fire Code Official. Applications may be obtained at the Fire Department Administrative offices.
- ☐ Knox- FDC Plugs. The proposed project required the installation of Fire Department Connection (FDC) locking caps to protect against vandalism. Applications for caps may be obtained at the Fire Department Administrative offices.
- ☐ An Underwriters Laboratory (UL) hood and duct fire extinguishing system shall be installed over the cooking equipment. Permit required.
- ☐ Provide and show on plans a complete and detailed landscaping plan that complies with the provisions of the Wildland-Urban Interface (WUI).
- ☐ Provide and show on plans a note indicating that this project is being constructed within the High Fire Severity Zone (HFSZ) and must meet all applicable fire and building codes.
- ☐ The Fire Department plan review encompasses general provisions only. The submittal of a high-piled combustible storage plan is required prior to the final acceptance of rack installation. Complete the fire department "High-Piled Combustible Storage (FP-212) worksheet for the proposed storage. The storage rack installation must support the proposed commodity in accordance with the California Fire Code as well as the National Fire Protection Association (NFPA) standard. The attached worksheet will help ensure that all information regarding the commodity, facility, and racks is provided.

- ☐ Project is within our High Fire Severity Area and requires compliance with California Building Code 7A with construction, decks, and vegetation management.

- ☐ All landscaping shall comply with the provisions of the Wildland-Urban Interface (WUI) and the High Fire Hazard Area. A deferred set of plans shall be provided to fire for plan review and inspection.

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1107

Date of P.C. Meeting:	**February 22, 2022**
Applicant:	**Shan McNaughton**
Location:	**1605 Calvary Circle**
Project Description:	**Rehabilitate and Adaptively Reuse an Existing Single Family Dwelling as a Medical Office**

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

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

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

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

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

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets.

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

No map is required for this application.

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

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

2. Plans required to be submitted shall include:
   a. Grading;
   b. Erosion Control; and
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List.

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

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

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

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

7. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)

- Water Capital Improvement Charge; (RMC 3.48)
- Water Source Acquisition Charge; (RMC 13.40)
- Sewer Capital Improvement Charge; (RMC 3.44) and
- Solid Waste Capital Improvement Charge. (RMC 3.70)

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

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

10. Requirements for Alabama Street (RMC 18.192.050):

    a. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Barton Road (RMC 18.192.050) :

    a. Construct standard sidewalk along the entire street frontage and connect to existing sidewalk west of project site. Provide pedestrian guard rail as needed and as accepted by the City Engineer;
    b. Construct ramps at all curb returns;
    c. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    d. Construct underwalk drain, if necessary; and
    e. Install commercial fire hydrants as required by the Redlands Fire Department.

12. Requirements for Calvary Circle (RMC 18.192.050) :

    a. Provide truncated domes at existing ADA ramp;
    b. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    c. Construct underwalk drain, if necessary; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Provide for adequate drainage facilities. (RMC 192.050)

14. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power poles that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light may be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 18.192.050)

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

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

17. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

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

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION (Irrigation, if requested).

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

2. Water Source Acquisition Charge; (RMC 13.40)

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

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

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

2. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-

227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donald P Young

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

AC

Initial

FILE: CUP 1107

Title: Development Guidelines

Number: FG-100 **Revision: A** **Date:** 09-30-15

Scope: To provide a general guideline of fire department standards and overall project development.

Description: General guidelines for project development with the City of Redlands Fire Department.

Case #: 1107 Reviewed By: PKOM Date: 9/8/18

PROJECT SITE: 1605 Calvary Circle

GENERAL REQUIREMENTS:

- ☒ The Fire Department plan review encompasses the Architectural plans only. Fire sprinkler system, fire alarm system, underground fire service main and hydrants, high-piled storage configuration or any other fire protection system or required fire department permits require a separate deferred plan submittal and are not encompassed in this plan review or approval.
- ☒ The developer shall provide for adequate fire flow. Minimum fire flow requirements shall be based on square footage, construction features, and exposure information supplied by the developer and **must** be available **prior** to placing combustible materials on site in accordance with the California Fire Code.
- ☒ Construction documents shall be in accordance with section 105.4 of the California Fire Code. Construction documents shall be submitted in such form and detail to ascertain by review whether the work indicated and described is in accordance with the requirements of the code. The City of Redlands Building and Safety Department provides a handout for tenant improvement plan check requirements. While this document shall serve as guidance, it is not the intent of this document to be all encompassing. It is incumbent upon the design professional to provide the needed information on the plans.

HYDRANTS:

- ☒ Public fire hydrants are required along streets at intervals not to exceed 300 feet for the commercial and multi-residential areas and at intervals not to exceed 600 feet for residential areas.

- ☒ Fire hydrant minimum flow rates of 1,500 gpm at a 20 psi minimum residual pressure are required for commercial and multi-residential areas. Minimum for hydrant flow rates of 1,000 gpm at a 20 psi minimum residual are required for residential areas.
- ☐ A hydrant shall be within 50 feet of all Fire Department Connections.
- ☐ Private fire hydrants shall be installed to protect each building located more than 150 feet from the curb line. No fire hydrants should be within 40 feet of any exterior wall.

FIRE DEPARTMENT ACCESS:

- ☐ Provide two separate, dedicated routes of ingress/egress to the property entrance. The routes shall be paved, all weather.
- ☒ Provide an access road to each building for fire apparatus. Access roadway shall have an all-weather driving surface of or less than 20 feet of unobstructed width.
- ☐ Extend roadway to within 150 feet of all portions of the exterior wall of all single story buildings.
- ☐ Extend roadway to within 50 feet of the exterior wall of all multiple-story buildings.
- ☒ Access will not have an up or downgrade of more than 12%. Access will not be less than 20 feet in width, with approved turnouts or 20 feet without turnouts and will have vertical clearance of 15 feet. Access will be free of sharp confined turns and will be designed to withstand the weight of any type of emergency vehicle. Access will have a turning radius of 45 feet capable of accommodating fire apparatus.
- ☐ An approved turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
- ☐ Turnouts shall be a minimum of 10 feet wide and 30 feet in length, with a minimum of 25 feet taper on each end.
- ☐ Driveways exceeding 100 feet in length, but less than 600 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 600 feet in length, turnouts shall be provided no more than 300 feet apart.
- ☐ Streets and cul-d-sacs serving commercial development shall be a minimum of 26 feet wide. Roadways serving buildings 30 feet and greater in height shall be a minimum of 30 feet wide to accommodate aerial truck operations.
- ☐ All proposed traffic calming elements shall be submitted to the fire department for review and approval prior to installation.

SITE:

- ☒ All access roads and streets are to be constructed and usable prior to combustible construction and shall meet the requirements of the adopted ordinance.

- ☐ Two points of connection are required for projects that require a total demand of 3000 gallons per minute for duration of three (3) hours at twenty (20) pounds per square inch.
- ☒ During the construction of this project the site address shall be clearly visible at the job site entrance. Clear and present addressing will enable emergency services equipment and inspectors to locate the job site from the public street. Address numbers shall be a minimum of 24 inches in height. Fire safety during construction shall be in accordance with the California Fire Code.
- ☐ The developer shall provide temporary turn-around for cut-off streets created by project phasing.

BUILDING:

- ☒ Address numerals shall be installed on the building at the front and visible from interior access roadways.
- ☐ New residential buildings that contain two or less dwelling units shall have minimum four (4) inch high numbers with a minimum stroke width of one-half (1/2) inch, and shall be internally illuminated by means of a low voltage power source during the hours of darkness.
- ☐ Where setbacks exceed 100 feet from the street or road, additional non-illuminated four (4) inch numbers shall be displayed at the property entrance.
- ☒ Commercial buildings shall have a minimum of eight (8) inch high numbers, with a minimum stroke width of one (1) inch. Commercial buildings with a total floor area of 100,000 square feet or greater, shall have a minimum of twelve (12) inch high numbers, with a minimum stroke width of one and one half (1 ½) inch. and be illuminated during the hours of darkness.
- ☐ A fire control room for fire department operations shall be provided on all Group M,F,S-1 or S-2 greater than 50,000 square feet.. The location and accessibility of the fire control room shall be approved by the fire code official.
- ☐ Fire extinguishers must be installed prior to the building being occupied. The minimum rating for any fire extinguisher is **2A 10B/C**. Minimum distribution of fire extinguishers must be such that no interior part of the building is over 75 feet travel distance from a fire extinguisher.
- ☐ All buildings, over 200 square feet, shall be equipped with an automatic fire sprinkler system designed to NFPA standards. This includes existing buildings with a 50% remodel, and any change in use over 5,000 square feet.
- ☐ Provide and show on plans; As a result of fire and ensuing demolition the project will require fire sprinklers to be installed throughout the building.
- ☒ Submit plans for the fire protection to the Fire Department prior to beginning construction of the system. Permit required.
- ☐ Tenant improvements in all sprinklered buildings are to be approved by the Fire Department prior to start of construction. Permit required.

Fire Sprinklers required in any building that goes from an R to a commercial occupancy (Adaptive Reuse) RMC 15.20.460 throughout the entire structure.

- ☐ Provide fire alarm (required throughout). Plans must be approved by the Fire Department prior to start of installation. Permits required.
- ☐ Fire Code Permit required contact (909) 798-7601.
- ☐ Fire Sprinkler monitoring required. Plans must be approved by the Fire Department prior to the start of construction. Permit required.
- ☐ Occupant load shall be approved by the Fire Department and shall be provided on all plans.
- ☒ Knox box is required. The proposed project requires the installation of a Fire Department Emergency Key Box to be installed on the exterior of the building at a location approved by the Fire Code Official. Applications may be obtained at the Fire Department Administrative offices.
- ☐ Knox- FDC Plugs. The proposed project required the installation of Fire Department Connection (FDC) locking caps to protect against vandalism. Applications for caps may be obtained at the Fire Department Administrative offices.
- ☐ An Underwriters Laboratory (UL) hood and duct fire extinguishing system shall be installed over the cooking equipment. Permit required.
- ☐ Provide and show on plans a complete and detailed landscaping plan that complies with the provisions of the Wildland-Urban Interface (WUI).
- ☐ Provide and show on plans a note indicating that this project is being constructed within the High Fire Severity Zone (HFSZ) and must meet all applicable fire and building codes.
- ☐ The Fire Department plan review encompasses general provisions only. The submittal of a high-piled combustible storage plan is required prior to the final acceptance of rack installation. Complete the fire department "High-Piled Combustible Storage (FP-212) worksheet for the proposed storage. The storage rack installation must support the proposed commodity in accordance with the California Fire Code as well as the National Fire Protection Association (NFPA) standard. The attached worksheet will help ensure that all information regarding the commodity, facility, and racks is provided.

- ☐ Project is within our High Fire Severity Area and requires compliance with California Building Code 7A with construction, decks, and vegetation management.

- ☐ All landscaping shall comply with the provisions of the Wildland-Urban Interface (WUI) and the High Fire Hazard Area. A deferred set of plans shall be provided to fire for plan review and inspection.

RESOLUTION NO. 8324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING VARIANCE NO. 799 RELATING TO A FRONT YARD AND PARKING LOT SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Variance No. 799 is a proposal for a reduction in the front yard setback requirement (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate required ADA accessibility, and a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the Property; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for Variance No. 799 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Variance No. 799 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Variance No. 799 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the Property or to the intended use that do not apply generally to other properties or uses in the same vicinity and zone;

There are exceptional and extraordinary circumstances that are applicable to the Property. The Property was subdivided prior to the area's transition to commercial, office, and high density residential, without the foresight of adaptive reuse. As such, the Property is uniquely shaped, with a narrow portion intended to provide access to Calvary Circle. The Property is also uniquely adjacent to three public rights-of-way, including Calvary Circle to the north, Alabama Street to the east, and Barton Road to the south, which require the Property to comply with three larger street-side setbacks, thus limiting the available building area on the Property. The site is also sloped, with a 6 foot increase in elevation from north to south, over approximately 230 linear feet. Furthermore, the site must be designed around an existing building, requested for designation as a historic resource, in order to retain the historic integrity of the building. This combination of Property constraints is unique to this Property, in comparison to properties within the same vicinity and zone.

B. That such variance is necessary for the preservation and enjoyment of a substantial Property right possessed by other properties in the same vicinity and zone district, but which is denied to the Property in question;

The variance is necessary for the Property to establish a use that is permitted by right within the underlying zoning designation. The adaptive reuse of this Property by establishing a medical office in an existing single family dwelling will require site improvements, related to the Property's conversion to commercial office, including on-site parking, landscaping, ADA improvements, and a refuse enclosure. These requirements cannot be completed without the approval of the variance application. Other properties in the same vicinity and zone do not have a requirement for three large street-side setbacks, which is a physical constraint on the subject Property that is inhibiting its ability to be developed to the same extent as other properties. As such, the use and development of the Property with a permitted use, allowed in the same vicinity and zone district, would be denied to the Property in question without the approval of a variance.

C. That the granting of such variance will not be detrimental to the public welfare or injurious to the Property or improvements of others in the vicinity;

The granting of such a variance will not be detrimental to the public welfare or injurious to the Property or improvement of others in the vicinity. The reduced parking lot setback and building setback for the construction of an ADA-compliant accessible ramp will not create situations that are dangerous or harmful to the public. Additionally, the variance would not affect the Property or improvements of others in the vicinity, as the variance is limited to on-site improvements that are related to this specific Property.

D. That the granting of such variance will not adversely affect the general plan of the city of Redlands.

Variance No. 799 will not adversely affect the City's General Plan. Appropriate adaptive reuse projects is encouraged in the City General Plan's policies as a mechanism to promote historic preservation. The approval of Variance No. 799 will support the adaptive reuse project and allow for it to occur. The variance will not conflict with the City's General Plan or any of its policies.

Section 3. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL
VARIANCE NO. 799

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Variance No. 799 to allow a reduction in the front yard setback (from 25'0" to 20'2") to allow the encroachment of a ramp to accommodate ADA accessibility, and a recommendation for a reduction to the parking lot setback (from 15 feet to 0 feet) to accommodate the adaptive reuse of the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

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

Brian Desatnik
Development Services Director

RESOLUTION NO. 8325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A HISTORIC PARKING MODIFICATION NO. 31 IN CONNECTION WITH THE ADAPTIVE REUSE OF THE PROPERTY LOCATED AT 1605 CALVARY CIRCLE

WHEREAS, Guadalupe Cobanov ("Applicant") has filed applications for Amendment No. 47 to Specific Plan No. 40, Conditional Use Permit No. 1107, Variance No. 799, Historic Parking Modification No. 31, and Historic Resource Designation No. 135 for an adaptive reuse project to establish a medical office use in a residential building, and construct a 1,238 square foot two-story addition, with associated improvements (collectively, the "Project") located at 1605 Calvary Circle (the "Property") (San Bernardino Assessor's Parcel No. 0293-133-13-0000); and

WHEREAS, Historic Parking Modification No. 31 is a request to reduce the landscaping planter width from 5'0" to 3'0", reduce the driveway width from 26'0" to 20'4", waiving loading space requirements, allow four (4) compact parking stalls for the adaptive reuse of the structure as a medical office; and

WHEREAS, on February 22, 2022, the Planning Commission held a public meeting and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the Applicant; and

WHEREAS, on February 22, 2022, the Planning Commission recommended to the City Council that Variance No. 799 be approved; and

WHEREAS on April 8, 2022, notice of the City Council's public hearing for the Amendment was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on April 19, 2022, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public;

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

Section 1. The City Council hereby determines that approval of the Project and this Resolution approving Historic Parking Modification No. 31 are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15301, 15305, and 15331 of the State's CEQA Guidelines.

Section 2. The City Council of the City of Redlands hereby approves Historic Parking Modification No. 31 for the Project subject to the conditions of approval identified in Exhibit "A" of this Resolution, and based upon the following findings:

A. The proposed parking modification and use of the historic structure is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses or to uses specifically permitted in the zone;

The parking modification is necessary to ensure the adaptive reuse of the existing single family dwelling as a medical office will be able to meet their minimum parking requirement on-site. The use of the historic structure as a medical office is necessary and desirable for the development of the community, as it allows the property to transition to a use permitted by right in the zoning designation. It is in harmony with the various elements and objectives of the general plan, which encourage appropriate adaptive reuse projects, and is not detrimental to existing uses or uses specifically permitted in the zone. With the parking modification, as proposed, the Project will not require a reduction in parking stalls, will not need to rely on parking located within the public right-of-way or rely on off-site parking agreements.

B. That approving the proposed parking modification and use will significantly improve the possibility that the structure will be preserved and maintained as a historic structure;

The approval of the parking modification will significantly improve the possibility that the structure will be preserved and maintained as a historic structure. The property, as part of the Project as a whole, is requesting historic designation. Additionally, the Project will allow the conversion of the property to a medical use, complete the rehabilitation to the existing building, and allow the building, which has been vacant for several years, to be occupied by a new office tenant.

C. That the required parking cannot be provided without the approval of the requested modification;

The Project's ability to meet the required parking is contingent on the approval of the historic parking modification, as requested. Due to the limitations of property size and configuration, as well as the limited available area to construct parking and landscaping improvements, the more flexible regulations under the modification will allow the property to comply with requirements and meet their minimum parking requirements.

D. That all on-site parking lots will function safely;

The on-site parking lot will function safety. All parking stalls meet the minimum requirements for standard and compact parking stalls in the RMC, and the drive aisle will comply with the 26 foot minimum requirement for 2-way traffic. The design has also been reviewed by the City's Municipal Utilities and Engineering Department and Fire Department.

E. That approval of the parking modification will not harm the integrity of the historic structure or the surrounding neighborhood;

The parking modification will not harm the integrity of the historic structure or the surrounding neighborhood, as the Project has been designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and provides flexibility in parking standards to ensure the integrity may be maintained.

Section 3. Effective date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 19th day of April, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

CONDITIONS OF APPROVAL
HISTORIC PARKING MODIFICATION NO. 31

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.

2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval, on April 5, 2024.

3. This approval is for Historic Parking Modification No. 31 to allow for the following modifications for the property located at 1605 Calvary Circle in the Administrative Professional (EV/AP) District of the East Valley Corridor Specific Plan (APN: 0293-133-13-0000):

   A. Allow a reduction in the width of landscape planters to 3 feet
   B. Allow up to 4 compact parking stalls, without requiring twenty five full sized spaces
   C. Allow for the deletion of the loading space requirements for historic structures having less than 6,000 square feet of gross floor area;
   D. Allow the reduction of driveway approach from 26 feet to approximately 20'4" feet.

4. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff.

5. A building permit shall be obtained prior to the construction of any structure.

6. No Certificate of Occupancy or finaled building permit shall be granted until all conditions of approval have been satisfied.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design without first consulting with the Development Services Director or his designee.

8. The applicant for this subdivision, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its

defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

9. The property owner or operator may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

_____

Brian Desatnik
Development Services Director

"A City That Works"

City Council Meeting **L. 1.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to an employment agreement for the position of City Attorney (Mayor Barich and Mayor Pro Tem Tejeda)

DISCUSSION:

In light of the City Council's discussion in its Closed Session, this item has been added to the agenda by City staff to serve as a placeholder should the City Council wish to discuss and take action regarding an employment agreement for the position of City Attorney.

"A City That Works"

City Council Meeting **L. 2.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an additional appropriation in the amount of $11,508,106 for the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) (Assistant City Manager McConnell)

MOTION(S):

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

1. I move to authorize an additional appropriation in the amount of $11,508,106 for the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA)

RECOMMENDATION:

Staff recommends the City Council authorize an additional appropriation in the amount of $11,508,106 for the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The additional appropriation will memorialize the use of funds as approved by City Council on March 15, 2022:

Category	Program Name	Total Budget
Assistance to Households	Grocery Card Program	$2,024,400
	Utility Bill Assistance	$450,300
Services for Unhoused	Steps for Life	$126,750
	Homeless Coordinator	$323,250
Economic Business Recovery	Business Gift Voucher Match	$2,250,000
Waste Water Rate Reduction	Waste Water Treatment Plant Project	$1,000,000
Premium Pay	Premium Pay for Eligible Employees	$3,100,500
Nonprofit Assistance	Assistance to Nonprofits	$200,000
Pandemic Response	Limited-Term Administrative Assistance	$232,000
	Public Health Response	$1,800,906
	Total	**$11,508,106**

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 limit the impacts on communities, residents, and businesses.

Redlands' total allocation of the $350 Billion SLFRF funding through ARPA is $11,508,106.

During the March 15, 2022 City Council meeting, Council approved the program recommendations for the use of ARPA Funds. Council's authorization of this additional appropriation will memorialize the approved funding allocations under this program.

ALTERNATIVES:

The City Council may elect not to approve the additional appropriation and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Appropriation Required Y/N: Y
Amount: $11,508,106
Discussion:
The total Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant award to Redlands is $11,508,106. Approval of the additional appropriation will allocate the funds to the approved programs.

Attachments

Attachment A - Additional Appropriation
Attachment B - Additional Appropriation Expense Codes

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 04/19/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Office of the City Manager

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
ARPA Programs	200120		F120002	$ 11,508,106.00
				$ $ 11,508,106.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
ARPA Fed. Grants	200120	4407	F120002	$ 11,508,106.00
				$ $ 11,508,106.00

JUSTIFICATION: Additional appropriation for ARPA fund allocation to memorialize use of funds as approved by City Council on March 15, 2022. Please see Attachment B - Additional Appropriation Expense Codes, for Expenditure Appropriation Object Codes

Requested By: Janice McConnell
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Category	Per Council Approval dated 3/15/22	Account Description	Orgkey	Object	Project Ledger Code
Grocery Gift Card Program	2,024,400.00	Special Program Expenditures	200120	6708	F120002
Utility Bill Assistance	450,300.00	Special Program Expenditures	200120	6708	F120002
Steps 4 Life	126,750.00	Special Contractual Services	200120	6710	F120002
Homeless Sol. Coordinator	323,250.00	Salaries:Full Time	200120	5001	F120002
Business Gift Voucher Match	2,250,000.00	Special Program Expenditures	200120	6708	F120002
WWTP Project	1,000,000.00	Wastewater Infrastructure	200120	8401	F120002
Premium Pay	3,100,500.00	Salaries:Full Time	200120	5001	F120002
Assistance to Nonprofits	200,000.00	Community Grant Award	200120	6704	F120002
Limited-Term Admin Assistants	232,000.00	Salaries:Full Time	200120	5001	F120002
Public Health Response	1,800,906.00	*See breakdown below			F120002
	11,508,106.00				

*Breakdown:

Payroll (COVID-Response & Admin)	522,006.00	Salaries:Full Time	200120	5001	F120002
Payroll (Isolation/Quarantine Exp)	1,095,634.00	Salaries:Full Time	200120	5001	F120002
Training	358.00	Training	200120	6403	F120002
Telework expenses	44,158.00	Software Support & Dev	200120	6703	F120002
Communication Efforts	15,000.00	Special Departmental Supplies	200120	7810	F120002
ARPA Consultant Fee & Other Prof. Services	5,780.00	Other Professional Services	200120	6106	F120002
PPE	50,311.00	Medical Supplies	200120	7804	F120002
Sanitizing/Disinfection Services	35,000.00	Janitorial Services	200120	6903	F120002
Sanitizing/Disinfection Supplies	32,659.00	Special Departmental Supplies	200120	7810	F120002
	1,800,906.00				
	-				

Program Details

Category	Program Name	Total Budget	Beneficiaries	Benefit Amount	Program Duration
Assistance to Households	Grocery Gift Card Program	$ 2,024,400.00	1687 Households	$100 Monthly	12 months
	Utility Bill Assistance	$ 450,300.00	1,002 households 1st year; 1,000 households each years 2 & 3	$25 bi-monthly	3 - years
Services for Unhoused	Steps 4 Life	$ 126,750.00	Unhoused Individuals	Not to exceed $30,000 per fiscal year	51 months (April 2022-June 2026)
	Homeless Sol. Coordinator	$ 323,250.00	Unhoused Individuals	N/A	Fully Funded until 2025
Business Economic Recovery	Business Gift Voucher Match	$ 2,250,000.00	300 Eligible small businesses each year	$5,000 match year 1; then $2,500 match year 2	2-year
Waste Water Rate Reduction	Waste WaterTreatment Plant Project	$ 1,000,000.00	All Residents and Rate Payers	Decrease rate from 15% down to 8%	Through 2025
Premium Pay	Premium Pay for Eligible Employees	$ 3,100,500.00	approx. 477 eligible City employees	Up to $6,500 - $125 per payperiod (52 payperiods)	one time benefit
Nonprofit Assistance	Assistance to Nonprofits	$ 200,000.00	Nonprofit organizations	TBD	one time benefit
Pandemic Response	Limited-term Administrative Assistants	$ 232,000.00	ARPA Program Participants	N/A	2-years
	Public Health Response	$ 1,800,906.00	Residents and Staff	N/A	Through 2024
	Total	$ 11,508,106.00			

"A City That Works"

City Council Meeting **L. 3.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2932, adopting a military equipment use policy (Police Chief Catren)

MOTION(S):

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

1. Mayor requests the City Clerk to read the title of Ordinance No. 2932.

   I move to waive further reading of Ordinance No. 2932 and introduce Ordinance 2932;

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2932.

DISCUSSION:

Effective January 1, 2022, all law enforcement agencies in California are required to adopt a policy concerning the funding, acquisition and use of military equipment as defined by Government Code § 7070; Government Code § 7071; Government Code § 7072.

Section 7071 requires each law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, use, or collaboration with another agency in the use, of military equipment. The section requires similar approval for the continued use of military equipment acquired before January 1, 2022 with May 1, 2022 as the deadline for an agency to begin a governing body approval process.

The law provides a definition of military equipment, requires the Chief of Police to designate a military equipment coordinator and obtain approval from the governing body (Redlands City Council) by way of an ordinance adopting the military equipment policy. The policy must include: a description of each type of military equipment; the quantity sought; its capabilities; lifespan; the manufacturer's product description; the purposes and authorized uses; the fiscal impact; the legal and procedural rules that govern each use; the training that must be completed before any member is allowed to use the equipment; the mechanisms to ensure compliance with the policy; the procedures by which members of the public may register complaints or concerns or submit questions about the use of military equipment; and how the department will ensure that each complaint, concern, or question receives a response in a timely manner.

The attached policy meets all the legal requirements set forth in the aforementioned Government Code sections. The policy was posted on the department's website for public review for more than the 30 days required by law.

ALTERNATIVES:

The City Council may elect not to adopt the ordinance.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Sean Flynn, Sergeant

Fiscal Impact

Fiscal Year: FY 21/22
Appropriation Required Y/N: N

Discussion:

There is no additional fiscal impact resulting from the approval of this resolution.

Attachments

Ordinance 2932
Military Equipment Policy

ORDINANCE NO. 2932

AN ORDINANCE OF THE CITY OF REDLANDS ADDING ARTICLE III TO CHAPTER 2.14 OF THE REDLANDS MUNICIPAL CODE RELATING TO USE OF MILITARY EQUIPMENT BY THE POLICE DEPARTMENT

WHEREAS, on September 30, 2021, Governor Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment," to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by local law enforcement agencies; and

WHEREAS, the Redlands Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481, and may further acquire other items of military equipment in the future; and

WHEREAS, AB 481 requires, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the agency's use of such equipment; and

WHEREAS, the military equipment use policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried by the City's Police Department and presented to this City Council is deemed necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy, Redlands Police Department Policy 706, will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, the City's Police Department has submitted the proposed Military Equipment Use Policy to this City Council, and thereafter has made those documents available on the Police Department's website for at least thirty (30) days prior to the public meeting concerning the military equipment at issue; and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contained in this Ordinance to protect the public health, safety and welfare;

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

Section 1. Article III, titled "Military Equipment Policy," is hereby added to Chapter 2.14 of the Redlands Municipal Code to read as follows:

"Article III. MILITARY EQUIPMENT USE POLICY

2.14.100: MILITARY EQUIPMENT USE POLICY:

A. The City Council hereby adopts Policy No. 706 of the Redlands Police Department's Policy Manual as the City's Military Equipment Policy, which shall govern the use of military equipment by the Redlands Police Department. Policy No. 706 is attached to City of Redlands Ordinance No. 2932 as Exhibit "A."

B. The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use, or as otherwise determined by the City Council.

C. The Police Department shall submit an annual military equipment use report to the City Council containing the information required by Government Code section 7072, and the City Council shall thereafter determine whether each type of military equipment identified therein complies with the standards for approval set forth in Government Code Section 7071(d).

D. The City Council shall, on an annual basis and at a regular meeting thereof, review Ordinance No. 2932 and vote on whether to renew pursuant to Government Code Section 7071(e)(2).

E. The definitions set forth in Government Code section 7070 shall apply to this Article and Ordinance No. 2932. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof."

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's Guidelines implementing CEQA.

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 in accordance with 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:

_____
Jeanne Donaldson City Clerk

EXHIBIT “A”

MILITARY EQUIPMENT USE POLICY

[ATTACHED]

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

It is the policy of the Redlands Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Redlands Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Robot (Category 1)

Description, quantity, capabilities, and purchase cost:

ROBOTEX AVATAR 3, cost: approximately $12,500, quantity: 1. This equipment is a battery powered, remote operated device, equipped with a camera and two way radio capabilities. This equipment is for (potential) use during high-risk incidents. Use is limited to members of the Departments Special Weapons and Tactics Team (SWAT). Incidents that may qualify for its use include, but are not limited to, a high risk warrant service, barricaded subject, and hostage negotiation/rescue. Before entering a structure, particularly in a tactically compromised and dangerous situation, knowledge of a subject's location is very important, and the robot can provide that without placing anyone at risk. Cameras can

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also help determine if a subject is armed and also if there are other subjects inside that need assistance. The two-way speakers can be used to de-escalate and determine resistance level. The ROBOTEX AVATAR 3 can be hand carried and both can be remotely operated from a safe distance, reducing the risk to the operator.

Purpose:

To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use:

Only assigned operators who have completed the required training shall be permitted to operate the robot. Use is established by the SWAT Commander and or Incident Co**mmander.**

Expected Life Span:

Approximately 5-10 years.

Fiscal Impact:

No annual maintenance.

Training:

All tactical robot operators are trained in the use and operation of the robot.

Legal and Procedural Rules:

It is the policy of the RPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Unmanned Aerial System (Category 1)

Description, quantity, capabilities, and purchase cost:

An unmanned aerial system (UAS) is an unmanned aircraft along with the associated equipment necessary to control it remotely. The UAS has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel.

DJI MATRICE M210, cost: approximately $6,500 each, quantity: 1. UAS that weighs approximately 3800 grams and is able to record video and audio with approximately 30 minutes of flight time.

DJI PHANTOM 4 PRO, cost: approximately $1,600 each, quantity: 5. UAS that weighs approximately 1375 grams and has video recording capabilities, approximately 30 minutes of flight time.

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DJI MAVIC ENTERPRISE DUALS, cost: approximately $5,500 each, quantity: 2. UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approximately 30 minutes of flight time.

Purpose:

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

Major collision investigations.

Search for missing persons.

Natural disaster management.

Crime scene photography.

SWAT, tactical or other public safety and life preservation missions.

In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

Authorized Use:

Only assigned operators who have completed the required training shall be permitted to operate UAS equipment during approved missions.

Expected Life Span:

All UAS equipment, approximately 3-5 years.

Fiscal Impact:

Annual maintenance and battery replacement cost is approximately $700.

Training:

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour department training and ongoing quarterly training.

Legal and Procedural Rules:

Use is established under Policy 604 (Unmanned Aerial System Operations) and FAA Regulation 14 CFR Part 107. It is the policy of the RPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Armored Vehicles (Category 2 & 3)

Description, quantity, capabilities, and purchase cost:

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Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

LENCO BEARCAT, G3, cost: approximately $350,000, quantity: 1. The Lenco Bearcat, G3, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. The Bearcat G3 has increased ground clearance and a robust suspension which allows for an emergency response to almost any situation. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Navistar MaxxPro MRAP, cost: free, quantity: 1. The MaxxPro MRAP vehicle that seats 8 personnel that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Purpose:

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use:

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver’s license.

Lifespan:

Lenco Bearcat model G3, approximately 25 years.

Navistar MAxxPro MRAP, approximately 25 years.

Fiscal Impact:

Lenco Bearcat: Annual maintenance cost: Approximately $5,000.

MRAP: Approximately $4,500.

Training:

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules:

Use is established under policy 405 (Ballistic Rescue Vehicle) and 704 (Federally Controlled Equipment). It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

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Command and Control Vehicle (Category 5)

Description, quantity, capabilities, and purchase cost:

5th wheel trailer vehicle, cost: approximately $200,000, quantity: 1. The Mobile Command Unit (MCU) is a custom built, 5th wheel trailer vehicle containing a mobile office that provides shelter, access to Police Department computer systems, and restroom facilities on extended events. The MCU can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

Purpose:

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

Authorized Use:

The MCU shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver's license.

Lifespan:

The MCU: Approximately 20-year lifespan on chassis and vehicle structure. Upgrades needed to maintain IT systems.

Fiscal Impact:

Annual maintenance cost is approximately $2,000.

Training:

The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/ operator will drive the vehicle throughout the city with an experienced driver.

Legal and Procedural Rules:

It is the policy of the Department to use the MCU only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Projectile Launch Platforms and associated munitions (Category 14)

Description, quantity, capabilities, and purchase cost:

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds. The Less-Lethal launcher is a single launcher, which allows the Officer to assess after every spent munition.

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DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost: $1000, quantity: approximately 15. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet.

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: $18, quantity: approximately 100. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320, cost: $30, quantity: approximately 100. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

DEFENSE TECHNOLOGY, 40MM LIQUID FERRET ROUND CS, #1262, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

DEFENSE TECHNOLOGY, 40MM POWDER FERRET ROUND CS, #1292, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

DEFENSE TECHNOLOGY, 40MM POWDER FERRET ROUND OC, #1290, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use:

Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

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Training exercises or approved demonstrations.

Training:

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agents instructors.

Lifespan:

Defense Technology #1425: approximately 25 years

Model 6325 Exact Impact Sponge: approximately 5 years

Model 6320 Direct Impact OC: approximately 5 years.

Fiscal Impact:

Annual maintenance is approximately $50 for each launcher.

Legal and Procedural Rules:

Use is established under policy 303.9 (Kinetic Energy Projectile Guidelines), 303.6 (Tear Gas Guidelines) and 303.7 (Oleoresin Capsicum Guidelines). It is the policy of the RPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Noise-Flash Diversionary Devices (Category 12)

Description, quantity, capabilities, and purchase cost:

A distraction device is used to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

DEFENSE TECHNOLOGY, TACTICAL DIVERSIONARY DEVICE, #8909 NR, cost: approximately $50, quantity: approximately 25. The Defense Technology Tactical Diversionary Device produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

Purpose:

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use:

Diversionary Devices shall only be used:

By officers who have been trained in their proper use.

In hostage and barricaded subject situations.

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In high risk warrant (search/arrest) services where there may be extreme hazards to officers.

During other high-risk situations where their use would enhance officer safety.

During training exercises.

Lifespan:

Until used.

Fiscal Impact:

No annual maintenance.

Training:

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

Legal and Procedural Rules:

Use is established under policy 704.3 (Federally Controlled Equipment). It is the policy of the RPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Specialized Firearms and Ammunition (Category 10)

Description, quantity, capabilities, and purchase cost:

The Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances. The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. Submachine guns are magazine fed automatic firearms designed to fire handgun cartridges.

SIG SAUER 716 DMR AR-10.308 CALIBER RIFLE, MODEL LR-308: cost: $1500, quantity: 1. The Sig Sauer 716 DMR AR-15 is a high precision rifle that fires.308 cartridges accurately at long range. This rifle is primarily used in an overwatch capacity to protect the community during large events

REMINGTON POLICE LTR.308 BOLT ACTION RIFLE: cost: approximately $1,200, quantity: 4. The Remington Police LTR is a highly accurate bolt action centerfire rifle. This rifle is primarily used in an overwatch capacity to protect the community during large events.

AR-15 RIFLE (Manufactured by Colt, Bushmaster, Sig Sauer, Fabrique Nationale): cost: approximately $1,200, quantity: approximately 100. A rifle that fires both.223 (duty) and 5.56 (practice) cartridges. The AR-15 allows a trained officer to engage threats with greater accuracy than a handgun.

HECKLER & KOCH MP-5: cost: approximately $2,800, quantity: approximately 6. A submachinegun that fires 9mm cartridges. The MP-5 allows a trained officer to engage

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threats at close range or within a structure with less likelihood of over penetrating the target. It should be noted that the MP-5's are not issued to officers and not deployed in the field.

WINCHESTER RANGER CENTERFIRE RIFLE CARTRIDGES.223 REM, 55 GRAIN, POINTED SOFT POINT, cost: approximately $630 per case of 1000, quantity: 50 cases. This Winchester Ranger 223 Remington ammo features a 55 Grain Pointed Soft Point bullet. Winchester Ranger is the highest quality hollow point ammunition money can buy. This Winchester Ranger.223 55 grain Power Point Soft Point is intended for Law Enforcement use, Ranger is Winchesters Highest Quality. This Winchester Ranger 223 Remington is new ammo not Police Department surplus. This Winchester Ranger 223 Remington has a muzzle velocity of 3240 feet per second and a muzzle energy of 1262 foot pounds. Winchester Ranger ammo is reloadable, features brass cases and Boxer primers. This ammunition is non-corrosive.

WINCHESTER CENTERFIRE CARTRIDGES 5.56MM, 55 GRAIN, FULL METAL JACKET, cost: approximately $370 per case of 1000, quantity: approximately 500 cases. USA Ammunition is the ideal choice for training, competition or a long session at the range. The easily identifiable white box means high quality and reliability at a low price. This ammunition is new production, non-corrosive, in boxer primed, reloadable brass cases.

308 WIN TAP 168 gr A-MAX TAP PRECISION: cost: approximately $35 per box of 20, quantity: approximately 375 boxes. The168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

Purpose:

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use:

Only members that are POST certified are authorized to use a rifle.

Lifespan:

Sig Sauer 716 DMR AR-10.308 Caliber Rifle, Model LR-308: No expiration.

Remington Police LTR.308 Bolt Action Rifle: No expiration.

AR-15 Rifle (Manufactured by Colt, Bushmaster, Sig Sauer, Fabrique Nationale): No expiration.

Heckler & Koch MP-5: No expiration.

Winchester.223 Ammunition: No expiration.

Winchester 5.56mm Ammunition: No expiration.

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308 WIN TAP 168 gr A-MAX Tap Precision: No expiration.

Fiscal Impact:

Annual maintenance is approximately $50 for each rifle.

Training:

Officers shall not carry or utilize the patrol rifle unless they have successfully completed departmental training. Officers shall thereafter be required to successfully complete trimester training and qualification conducted by a certified patrol rifle instructor.

Legal and Procedural Rules:

Use is established under policy 417 (Patrol Rifles). It is the policy of the RPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Chemical Agent and Smoke Canisters (Category 12)

Description, quantity, capabilities, and purchase cost:

Canisters that contain chemical agents that are released when deployed.

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE, #1032, cost $45, quantity: approximately 10. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately.70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

DEFENSE TECHNOLOGY, OC/CS AEROSOL GRENADE, #1050, cost: approximately $49, quantity: approximately 16. The Defense Technology OC/CS Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of OC and CS in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC/CS on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory

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effects within minutes. The OC Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

Training exercises or approved demonstrations.

Authorized Use:

Only officers who have received POST certification in the use chemical agents are authorized to deploy chemical agents.

Training:

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

Lifespan:

5 years from manufacturing date

Fiscal Impact:

No annual maintenance.

Legal and Procedural Rules:

Use is established under policy 303.6 (Tear Gas Guidelines). It is the policy of the RPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Less Lethal Shotgun (Category 12)

Description, quantity, capabilities, and purchase cost:

The Less Shotgun is used to deploy the less lethal 12-Gauge Ferret Rounds.

REMINGTON 870 SHOTGUN, cost: $946, quantity: 1. The Remington 870 Shotgun is used to deploy the less lethal 12-Gauge Ferret Rounds up to a distance of 35 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

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DEFENSE TECHNOLOGY, 12-GAUGE LIQUID FERRET ROUND, CS, #3012, cost: approximately $8, quantity: approximately 20. The Ferret 12-Gauge Liquid CS non pyrotechnical properties also eliminate the fire hazard common with other products. The Ferret round is available with either liquid or powder carriers for the agent. These munitions are a 2.5 in. 12-Gauge round deploying.025 oz. of active agent.

DEFENSE TECHNOLOGY, 12-GAUGE POWDER FERRET ROUND, CS, #3092, cost: approximately $8, quantity: approximately 20. The Ferret 12-Gauge Powder CS non pyrotechnical properties also eliminate the fire hazard common with other products. The Ferret round is available with either liquid or powder carriers for the agent. These munitions are a 2.5 in. 12-Gauge round deploying.025 oz. of active agent.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use:

Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

Training exercises or approved demonstrations.

Lifespan:

Remington 870 Shotgun: 25 years.

Defense Technology Ferret 12-Gauge Liquid Barricade Round: 5 years.

Defense Technology Ferret 12-Gauge Powder Barricade Round: 5 years.

Fiscal Impact:

Annual maintenance is approximately $50.

Training:

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules:

Use is established under Policy 303.9.3. It is the policy of the RPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

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Breaching Tools (Category 7)

Description, quantity, capabilities, and purchase cost:

Material or equipment that is used to create a breach point opening in a structure during a hostage rescue operation or other high risk entry.

KBT 3-1000, cost: approximately $18,000, quantity: 1. This device allows breachers to safely utilize blank cartridge rounds to deliver kinetic energy into a steal ram in order to destroy deadbolts, locks, and hinges. No projectile or explosive energy leaves the device except for the force of the ram, which is permanently captured in the tool.

Purpose:

To safely gain entry into a structure.

Authorized Use:

KBT breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Lifespan:

Breaching Tool: 25 years

Fiscal Impact:

Annual maintenance is approximately $500.

Training:

All officers who use KBT shall receive instruction on the safe and proper use of the KBT and must periodically receive refresher training.

Legal and Procedural Rules:

It is the policy of the RPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law .

706.5 MAINTENANCE OF MILITARY EQUIPMENT SUPPLIES

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 25% of stock in a fiscal quarter without city council approval to maintain essential availability for the Department’s needs.

706.6 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

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to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

It is the policy of the Redlands Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Redlands Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Robot (Category 1)

Description, quantity, capabilities, and purchase cost:

ROBOTEX AVATAR 3, cost: approximately $12,500, quantity: 1. This equipment is a battery powered, remote operated device, equipped with a camera and two way radio capabilities. This equipment is for (potential) use during high-risk incidents. Use is limited to members of the Departments Special Weapons and Tactics Team (SWAT). Incidents that may qualify for its use include, but are not limited to, a high risk warrant service, barricaded subject, and hostage negotiation/rescue. Before entering a structure, particularly in a tactically compromised and dangerous situation, knowledge of a subject's location is very important, and the robot can provide that without placing anyone at risk. Cameras can

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also help determine if a subject is armed and also if there are other subjects inside that need assistance. The two-way speakers can be used to de-escalate and determine resistance level. The ROBOTEX AVATAR 3 can be hand carried and both can be remotely operated from a safe distance, reducing the risk to the operator.

Purpose:

To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use:

Only assigned operators who have completed the required training shall be permitted to operate the robot. Use is established by the SWAT Commander and or Incident Co**mmander.**

Expected Life Span:

Approximately 5-10 years.

Fiscal Impact:

No annual maintenance.

Training:

All tactical robot operators are trained in the use and operation of the robot.

Legal and Procedural Rules:

It is the policy of the RPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Unmanned Aerial System (Category 1)

Description, quantity, capabilities, and purchase cost:

An unmanned aerial system (UAS) is an unmanned aircraft along with the associated equipment necessary to control it remotely. The UAS has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel.

DJI MATRICE M210, cost: approximately $6,500 each, quantity: 1. UAS that weighs approximately 3800 grams and is able to record video and audio with approximately 30 minutes of flight time.

DJI PHANTOM 4 PRO, cost: approximately $1,600 each, quantity: 5. UAS that weighs approximately 1375 grams and has video recording capabilities, approximately 30 minutes of flight time.

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DJI MAVIC ENTERPRISE DUALS, cost: approximately $5,500 each, quantity: 2. UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approximately 30 minutes of flight time.

Purpose:

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

Major collision investigations.

Search for missing persons.

Natural disaster management.

Crime scene photography.

SWAT, tactical or other public safety and life preservation missions.

In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

Authorized Use:

Only assigned operators who have completed the required training shall be permitted to operate UAS equipment during approved missions.

Expected Life Span:

All UAS equipment, approximately 3-5 years.

Fiscal Impact:

Annual maintenance and battery replacement cost is approximately $700.

Training:

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour department training and ongoing quarterly training.

Legal and Procedural Rules:

Use is established under Policy 604 (Unmanned Aerial System Operations) and FAA Regulation 14 CFR Part 107. It is the policy of the RPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Armored Vehicles (Category 2 & 3)

Description, quantity, capabilities, and purchase cost:

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Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

LENCO BEARCAT, G3, cost: approximately $350,000, quantity: 1. The Lenco Bearcat, G3, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. The Bearcat G3 has increased ground clearance and a robust suspension which allows for an emergency response to almost any situation. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Navistar MaxxPro MRAP, cost: free, quantity: 1. The MaxxPro MRAP vehicle that seats 8 personnel that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Purpose:

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use:

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver’s license.

Lifespan:

Lenco Bearcat model G3, approximately 25 years.

Navistar MAxxPro MRAP, approximately 25 years.

Fiscal Impact:

Lenco Bearcat: Annual maintenance cost: Approximately $5,000.

MRAP: Approximately $4,500.

Training:

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules:

Use is established under policy 405 (Ballistic Rescue Vehicle) and 704 (Federally Controlled Equipment). It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

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Command and Control Vehicle (Category 5)

Description, quantity, capabilities, and purchase cost:

5th wheel trailer vehicle, cost: approximately $200,000, quantity: 1. The Mobile Command Unit (MCU) is a custom built, 5th wheel trailer vehicle containing a mobile office that provides shelter, access to Police Department computer systems, and restroom facilities on extended events. The MCU can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

Purpose:

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

Authorized Use:

The MCU shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver's license.

Lifespan:

The MCU: Approximately 20-year lifespan on chassis and vehicle structure. Upgrades needed to maintain IT systems.

Fiscal Impact:

Annual maintenance cost is approximately $2,000.

Training:

The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/ operator will drive the vehicle throughout the city with an experienced driver.

Legal and Procedural Rules:

It is the policy of the Department to use the MCU only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Projectile Launch Platforms and associated munitions (Category 14)

Description, quantity, capabilities, and purchase cost:

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds. The Less-Lethal launcher is a single launcher, which allows the Officer to assess after every spent munition.

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DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost: $1000, quantity: approximately 15. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet.

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: $18, quantity: approximately 100. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320, cost: $30, quantity: approximately 100. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

DEFENSE TECHNOLOGY, 40MM LIQUID FERRET ROUND CS, #1262, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

DEFENSE TECHNOLOGY, 40MM POWDER FERRET ROUND CS, #1292, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

DEFENSE TECHNOLOGY, 40MM POWDER FERRET ROUND OC, #1290, cost: approximately $30, quantity: approximately 25. Minimizes the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent subjects.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use:

Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

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Training exercises or approved demonstrations.

Training:

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agents instructors.

Lifespan:

Defense Technology #1425: approximately 25 years

Model 6325 Exact Impact Sponge: approximately 5 years

Model 6320 Direct Impact OC: approximately 5 years.

Fiscal Impact:

Annual maintenance is approximately $50 for each launcher.

Legal and Procedural Rules:

Use is established under policy 303.9 (Kinetic Energy Projectile Guidelines), 303.6 (Tear Gas Guidelines) and 303.7 (Oleoresin Capsicum Guidelines). It is the policy of the RPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Noise-Flash Diversionary Devices (Category 12)

Description, quantity, capabilities, and purchase cost:

A distraction device is used to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

DEFENSE TECHNOLOGY, TACTICAL DIVERSIONARY DEVICE, #8909 NR, cost: approximately $50, quantity: approximately 25. The Defense Technology Tactical Diversionary Device produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

Purpose:

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use:

Diversionary Devices shall only be used:

By officers who have been trained in their proper use.

In hostage and barricaded subject situations.

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In high risk warrant (search/arrest) services where there may be extreme hazards to officers.

During other high-risk situations where their use would enhance officer safety.

During training exercises.

Lifespan:

Until used.

Fiscal Impact:

No annual maintenance.

Training:

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

Legal and Procedural Rules:

Use is established under policy 704.3 (Federally Controlled Equipment). It is the policy of the RPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Specialized Firearms and Ammunition (Category 10)

Description, quantity, capabilities, and purchase cost:

The Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances. The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. Submachine guns are magazine fed automatic firearms designed to fire handgun cartridges.

SIG SAUER 716 DMR AR-10.308 CALIBER RIFLE, MODEL LR-308: cost: $1500, quantity: 1. The Sig Sauer 716 DMR AR-15 is a high precision rifle that fires.308 cartridges accurately at long range. This rifle is primarily used in an overwatch capacity to protect the community during large events

REMINGTON POLICE LTR.308 BOLT ACTION RIFLE: cost: approximately $1,200, quantity: 4. The Remington Police LTR is a highly accurate bolt action centerfire rifle. This rifle is primarily used in an overwatch capacity to protect the community during large events.

AR-15 RIFLE (Manufactured by Colt, Bushmaster, Sig Sauer, Fabrique Nationale): cost: approximately $1,200, quantity: approximately 100. A rifle that fires both.223 (duty) and 5.56 (practice) cartridges. The AR-15 allows a trained officer to engage threats with greater accuracy than a handgun.

HECKLER & KOCH MP-5: cost: approximately $2,800, quantity: approximately 6. A submachinegun that fires 9mm cartridges. The MP-5 allows a trained officer to engage

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threats at close range or within a structure with less likelihood of over penetrating the target. It should be noted that the MP-5's are not issued to officers and not deployed in the field.

WINCHESTER RANGER CENTERFIRE RIFLE CARTRIDGES.223 REM, 55 GRAIN, POINTED SOFT POINT, cost: approximately $630 per case of 1000, quantity: 50 cases. This Winchester Ranger 223 Remington ammo features a 55 Grain Pointed Soft Point bullet. Winchester Ranger is the highest quality hollow point ammunition money can buy. This Winchester Ranger.223 55 grain Power Point Soft Point is intended for Law Enforcement use, Ranger is Winchesters Highest Quality. This Winchester Ranger 223 Remington is new ammo not Police Department surplus. This Winchester Ranger 223 Remington has a muzzle velocity of 3240 feet per second and a muzzle energy of 1262 foot pounds. Winchester Ranger ammo is reloadable, features brass cases and Boxer primers. This ammunition is non-corrosive.

WINCHESTER CENTERFIRE CARTRIDGES 5.56MM, 55 GRAIN, FULL METAL JACKET, cost: approximately $370 per case of 1000, quantity: approximately 500 cases. USA Ammunition is the ideal choice for training, competition or a long session at the range. The easily identifiable white box means high quality and reliability at a low price. This ammunition is new production, non-corrosive, in boxer primed, reloadable brass cases.

308 WIN TAP 168 gr A-MAX TAP PRECISION: cost: approximately $35 per box of 20, quantity: approximately 375 boxes. The168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

Purpose:

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use:

Only members that are POST certified are authorized to use a rifle.

Lifespan:

Sig Sauer 716 DMR AR-10.308 Caliber Rifle, Model LR-308: No expiration.

Remington Police LTR.308 Bolt Action Rifle: No expiration.

AR-15 Rifle (Manufactured by Colt, Bushmaster, Sig Sauer, Fabrique Nationale): No expiration.

Heckler & Koch MP-5: No expiration.

Winchester.223 Ammunition: No expiration.

Winchester 5.56mm Ammunition: No expiration.

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308 WIN TAP 168 gr A-MAX Tap Precision: No expiration.

Fiscal Impact:

Annual maintenance is approximately $50 for each rifle.

Training:

Officers shall not carry or utilize the patrol rifle unless they have successfully completed departmental training. Officers shall thereafter be required to successfully complete trimester training and qualification conducted by a certified patrol rifle instructor.

Legal and Procedural Rules:

Use is established under policy 417 (Patrol Rifles). It is the policy of the RPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Chemical Agent and Smoke Canisters (Category 12)

Description, quantity, capabilities, and purchase cost:

Canisters that contain chemical agents that are released when deployed.

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE, #1032, cost $45, quantity: approximately 10. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately.70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

DEFENSE TECHNOLOGY, OC/CS AEROSOL GRENADE, #1050, cost: approximately $49, quantity: approximately 16. The Defense Technology OC/CS Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of OC and CS in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC/CS on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory

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effects within minutes. The OC Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

Training exercises or approved demonstrations.

Authorized Use:

Only officers who have received POST certification in the use chemical agents are authorized to deploy chemical agents.

Training:

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

Lifespan:

5 years from manufacturing date

Fiscal Impact:

No annual maintenance.

Legal and Procedural Rules:

Use is established under policy 303.6 (Tear Gas Guidelines). It is the policy of the RPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Less Lethal Shotgun (Category 12)

Description, quantity, capabilities, and purchase cost:

The Less Shotgun is used to deploy the less lethal 12-Gauge Ferret Rounds.

REMINGTON 870 SHOTGUN, cost: $946, quantity: 1. The Remington 870 Shotgun is used to deploy the less lethal 12-Gauge Ferret Rounds up to a distance of 35 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

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DEFENSE TECHNOLOGY, 12-GAUGE LIQUID FERRET ROUND, CS, #3012, cost: approximately $8, quantity: approximately 20. The Ferret 12-Gauge Liquid CS non pyrotechnical properties also eliminate the fire hazard common with other products. The Ferret round is available with either liquid or powder carriers for the agent. These munitions are a 2.5 in. 12-Gauge round deploying.025 oz. of active agent.

DEFENSE TECHNOLOGY, 12-GAUGE POWDER FERRET ROUND, CS, #3092, cost: approximately $8, quantity: approximately 20. The Ferret 12-Gauge Powder CS non pyrotechnical properties also eliminate the fire hazard common with other products. The Ferret round is available with either liquid or powder carriers for the agent. These munitions are a 2.5 in. 12-Gauge round deploying.025 oz. of active agent.

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use:

Situations for use of the less lethal weapon systems may include, but are not limited to:

Self-destructive, dangerous and/or combative individuals.

Riot/crowd control and civil unrest incidents.

Circumstances where a tactical advantage can be obtained.

Potentially vicious animals.

Training exercises or approved demonstrations.

Lifespan:

Remington 870 Shotgun: 25 years.

Defense Technology Ferret 12-Gauge Liquid Barricade Round: 5 years.

Defense Technology Ferret 12-Gauge Powder Barricade Round: 5 years.

Fiscal Impact:

Annual maintenance is approximately $50.

Training:

SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules:

Use is established under Policy 303.9.3. It is the policy of the RPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

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Breaching Tools (Category 7)

Description, quantity, capabilities, and purchase cost:

Material or equipment that is used to create a breach point opening in a structure during a hostage rescue operation or other high risk entry.

KBT 3-1000, cost: approximately $18,000, quantity: 1. This device allows breachers to safely utilize blank cartridge rounds to deliver kinetic energy into a steal ram in order to destroy deadbolts, locks, and hinges. No projectile or explosive energy leaves the device except for the force of the ram, which is permanently captured in the tool.

Purpose:

To safely gain entry into a structure.

Authorized Use:

KBT breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Lifespan:

Breaching Tool: 25 years

Fiscal Impact:

Annual maintenance is approximately $500.

Training:

All officers who use KBT shall receive instruction on the safe and proper use of the KBT and must periodically receive refresher training.

Legal and Procedural Rules:

It is the policy of the RPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law .

706.5 MAINTENANCE OF MILITARY EQUIPMENT SUPPLIES

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 25% of stock in a fiscal quarter without city council approval to maintain essential availability for the Department’s needs.

706.6 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

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to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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"A City That Works"

City Council Meeting **L. 4.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Daniel's Tire Service to provide fleet tire supply and inventory control in an amount not-to-exceed $338,329 for the initial term, with the option to extend by two additional one-year terms, for a total amount not-to-exceed $1,014,987 (Assistant City Manager Boatman)

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 an agreement with Daniel's Tire Service to provide fleet tire supply and inventory control in an amount not-to-exceed $338,329 for the initial term, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,014,987.

RECOMMENDATION:

Staff recommends that City Council approve the agreement with Daniel's Tire Service to provide fleet tire supply and inventory control in an amount not-to-exceed $338,329 for the initial term, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,014,987.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the procurement and replacement of tires for the City's fleet. The proposed agreement with Daniel's Tire Service will provide fleet tire supply of both new and tire casing (recap) tires. The use of recapped tires is an industry standard for heavy-duty vehicle applications and provides the City with a safe, cost-saving, and environmentally friendly alternative to purchasing new tires. Recapped tires provide savings of up to 40% over conventional new tire pricing. In addition to the cost efficiency, the use of recapped tires is an environmentally

responsible alternative, as this reduces the consumption of new tires. Tire recapping use is limited to the rear wheels of heavy-duty vehicles to ensure safety.

In accordance with the City's procurement guidelines, a formal Request for Bids (RFB) was advertised on January 13, 2022, for fleet tire supply and inventory control. The City Clerk's office received and opened one bid. Staff evaluated the bids for conformance with the scope of services and qualifications in accordance with Chapter 2.16.120 of the Redlands Municipal Code and verified the total price as shown in the table below. Daniel's Tire Service met all the bidding requirements and was deemed the apparent lowest responsive and responsible bidder.

BID OPENING REPORT SUMMARY

Vendor	Bid Amount
Daniel's Tire Service	$338,329

Staff recommends that City Council approve the agreement with Daniel's Tire Service to provide fleet tire supply and inventory control in an amount not-to-exceed $338,329 for the initial term of one year and 72 days, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,014,987. The initial term of one year and 72 days will allow the agreement to align with the City's fiscal year, with the initial agreement effective from April 19, 2022, through June 30, 2022, followed by a term from July 1, 2022, through June 30, 2023.

ALTERNATIVES:

The City Council may elect to direct staff to reject all bids.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

Dana Abramovitz-Daniel, Procurement Manager

REPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY2021-22
Amount: $50,000
Budgeted Y/N: Yes
Account No.: 607900-7214
Discussion:
Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2021-22 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Fiscal Year: FY 2022-24
Amount: $288,329.00
Account No.: 607900-7214
Discussion:
Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2022-24 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

A. Agreement with Daniels Tire Service
B. Bid Opening Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of fleet tire supply and inventory control ("Agreement") is made and entered in this 19th of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Daniel's Tire Service, a California 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 CONTRACTOR

1.1 City hereby engages Contractor to perform fleet tire supply and inventory control services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Assistant City Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of one (1) year and seventy two (72) days commencing on April 19, 2022 and ending June 30, 2023; (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2)

additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to 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 collectively referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred thirty-eight thousand three hundred twenty-nine dollars ($338,329.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of three hundred thirty-eight thousand three hundred twenty-nine dollars ($338,329.00) for the first Extended Term; and three hundred thirty-eight thousand three hundred twenty-nine dollars ($338,329.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million fourteen thousand nine hundred eighty-seven dollars ($1,014,987.00). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by this 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	Robert Wood, Vice President of Sales
City of Redlands	Daniel's Tire Service
35 Cajon Street	11850 Slauson Ave
P.O. Box 3005 (mailing)	Santa Fe Springs, CA 90670

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

rwood@danielstireservice.com
(562) 321-1279

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

DANIELS TIRE SERVICE

By: _____
Robert Wood, Vice President of Sales

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide tire supply (including new and tire casing (recaps) and inventory control. Inventory shall be kept and maintained by contractor.

Upon emergency request, contractor shall provide priority delivery service to the City of Redlands during weekend, holidays, natural disasters and civil unrest as directed by the Fleet Supervisor.

Contractor shall maintain at its facility a 30-day supply of for all safety tires. Various tubes, liners, flaps and materials used during term of contract shall be maintained in accordance with the usage rate. Non-safety tires that have an estimated average annual usage number of 40 or greater shall be kept in supply at the rate of 10% every 30 days.

The City will not accept any new tires that have a production date in excess of one year at the time of delivery to the City. Contractor will accept stock returns within 3 years post manufacturers production.

Services in compliance with the latest editions of the California Vehicle Code, California Code of Regulations, Federal Motor Vehicle Standards, Cal OSHA, and DOT Standards. It is the intent of the parties that contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services under this Agreement.

Contractor shall provide City with proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits, and shall immediately notice City of any change in the status, or the terms or conditions, of any permit or license related to the subject matter of this agreement. Contractor shall also immediately notify City of any citation received from this agreement or any investigation by any regulatory agency in any way related to the subject matter.

Scope of work for tire casing:

1. Re-treading and repairing of City tires and casings;
2. Tire casings shall be grade “A” virgin;
3. Warranties for all retreads and casings purchased;
    a. Warranty valid by manufacturer or one (1) year
4. Contractor shall provide a copy of itemized list showing all casings picked up at the City’s site, each casing referenced in the same manner identified and marked by the contractor, shall be provided to the City before the casings are removed; and
5. Contractor shall provide 100% completion of all casings picked up for repairs or re-treading within 5 (five) working days.

EXHIBIT "B"

PRICE AND FEE SCHEDULE

Safety (Police Dept.) Tires					
	Description	**Tire Size**	**Quantity**	**Unit Price**	**Total Price**
A1.	Goodyear Eagle RSA (pursuit)	245/55ZR18	150	$135.00	$20,250
A2.	Goodyear Eagle RSA (pursuit)	P235/55ZR17	100	$116.00	$11,600
				TOTAL:	**$31,850**
Safety (Fire Dept.) Tires					
	Description	**Tire Size**	**Quantity**	**Unit Price**	**Total Price**
B1.	Goodyear G296	385/65 R 22.5	50	$601.02	$30,051
B2.	Goodyear G751	12R 22.5	50	$732.67	$36,633.50
				TOTAL:	**$66,684.50**
Solid Waste Dept. Tires					
	Description	**Tire Size**	**Quantity**	**Unit Price**	**Total Price**
C1.	Goodyear G289WHA (a/p tire new)	315/80R 22.5	100	$446.47	$44,647
C2.	Goodyear G289WHA (recap)	315/80R 22.5	250	$189.00	$47,250
C3.	Goodyear G751 (a/p tire new)	11R 22.5	150	$541.00	$81,150
C4.	Goodyear 686 (drive tire recap)	11R 22.5	200	$143.10	$28,620
C5.	Casings	315/80R 22.5	100	$135.00	$13,500
C6.	Casings	11R 22.5	100	$85.00	$8,500
				TOTAL:	**$223,667.00**
Misc. Tires					
	Description	**Tire Size**	**Quantity**	**Unit Price**	**Total Price**
D1.	Goodyear Wrangler SRA	P265/70R16	25	$122.69	$3,067.25
D2.	Goodyear Assurance Maxlife	P225/50R17	25	$99.36	$2,484
D3.	Goodyear Wrangler SRA	LT245/75R16	25	$139.00	$3,475
D4.	Goodyear Wrangler SRA	LT245/75R17	25	$164.79	$4,119.75
D5.	Goodyear Wrangler SRA	P245/70R17	25	$119.26	$2,981.50
				TOTAL:	**$16,127.50**
			GRAND TOTAL:		**$338,329.00**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

DANIELS TIRE SERVICE

By:_____ Date: _____

Robert Woods, Vice President of Sales

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th Day of February 2022 at 1:00 p.m.** on behalf of the Facilities and Community Services Department for **Fleet Tire Supply – FCS01272022MD**. 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	Total Bid Amount
1	Daniel's Tire Service, Riverside CA	Yes	$338,329.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

"A City That Works"

City Council Meeting **L. 5.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a request to hold the Stronger Together Now Juneteenth 2022 event hosted by Stronger Together Now on June 19, 2022, within Sylvan Park; authorize street closures related to the event; approve a request for in-kind support in the amount of $14,155 related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the requests are appropriate, the following motions are provided:

1. I move that the City Council determine that the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act;

2. I move to authorize the closure of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., and Division St., from 7:00 a.m. to 11:00 a.m. on the event day;

3. I move to authorize the expenditure of City resources and in-kind support in the amount of $14,155 related to this event; and

4. I move to authorize the sale and consumption of alcoholic beverages during the Stronger Together Now Juneteenth 2022 event to be held on June 19, 2022.

RECOMMENDATION:

Staff recommends the City Council determine that the sale and consumption of alcoholic beverages at the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act (CEQA) and further recommends that the City Council direct staff accordingly concerning expenditure for personnel, equipment resources, and waiver of fees.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon 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 the expenditure of City resources related to a specific special event without reimbursement from Redlands-based non-profit agencies and organizations.

The non-profit organization, Stronger Together Now, is requesting to hold an event on Sunday, June 19, 2022, at Sylvan Park for the Stronger Together Now Juneteenth 2022 event. Stronger Together Now coordinated with other community groups and individuals to plan this event, which they anticipate becoming an annual event. They are requesting permission to serve alcohol at the event that will end no later than 7:00 p.m. They are also requesting approval to close E. Colton Avenue from Division Street to Chapel Street; Chapel Street and Division Street from E. Colton Avenue to E. High Avenue; E. High Avenue and Stillman Avenue from Division Street to Chapel Street from 7:00 a.m. to 11:00 a.m. on the day of the event. Additionally, Stronger Together Now is requesting in-kind support in the amount of $14,155 for departmental resources including personnel and equipment for the following departments: Police and Facilities and Community Services. Stronger Together Now is a registered non-profit organization operating out of the City of Rialto. The City Council has not approved in-kind support for this event organizer hosting this event in the past.

Stronger Together Now will be responsible for operating and obtaining the Daily License to serve alcohol from the Office of Alcohol Beverage Control. City Council approval is also necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview. Furthermore, the event is

categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061 (b)(3). This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ALTERNATIVES:

The City Council may elect to deny the in-kind service request and direct staff accordingly.

STRATEGIC PLAN:

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

- Enhance community events to better reflect Redlands' diversity and demographics.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Chief of Police

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2021-22
Amount:	$14,155

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	2022 Amount	Type	2021 Amount

(Personnel & Equipment)			
Police Personnel[1]	$7,059.00	Hard Cost	N/A
Facilities & Community Services Personnel[1]	$6,750.00	Hard Cost	N/A
Personnel & Equipment Subtotal	**$13,809.00**		**N/A**
Fees Established by City Council Resolution			
Sylvan Park Reservation	$346.00	Soft Cost	N/A
Fees Subtotal	**$346.00**		**N/A**
Total Departmental Charges and Fees	**$13,809.00** (hard) **$346.00**(soft) **$14,155.00(Total)**		**Total N/A**

[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 2021-22 to date:

TABLE 2: FY 2021-22 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$213,289.60	$5,035.50	$1,600.00	$219,925.10	$218,328.10

Attachments

A. In Kind Support Request
B. Authorization to Serve Alcohol
C. Map of Requested Street Closures - Juneteenth
D. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Stronger Together Now Juneteenth 2022

Event Date(s): 6/19/2022 **Location(s):** Sylvan + UofR for parade

Rain Out Date: N/A **Beginning Time:** 0600 **End Time:** 2200

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.

Requesting in-kind support for fees attributed to park reservation, staff, equipment, officers, fire (if necessary) for 6/19/2022 event. Juneteenth event is focused on supporting local, small businesses, artists and performers. It will attract large crowds to the Redlands area with emphasis on unity amongst community. We are requesting street closures on the following streets University Ave, Colton Ave and Chapel St. for a parade and flag ceremony.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — provide all; waive fees
- [x] Police (*Public Safety Personnel)* — waive $120 per officer, per hour for the # of officers needed
- [x] Fire (*Paramedics, Inspectors)* — waive fees associated with fire dept on site
- [x] 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 — Event receptacles, equipment, request park hour extended to 10pm, Refer to 12.44.270 for alcohol consumption

Group/Organization Name: Stronger Together Now

Is your Group/Organization a Registered Non-Profit: [ ] Yes [x] No **Non-Profit Federal Tax ID Number:** 86-3416186

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

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

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

Primary Contact Name & Title: Janelle Guerro, Stronger Together Now and Tekia McNeil, Juneteenth Committee

Mailing Address:

Phone Number: 951-214-5516 **E-Mail Address:** tekia.mcneil@yahoo.com

Updated 6/2021

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

Positive outcomes for your organization from this

The purpose is to bring awareness of Juneteenth Emancipation Day, to serve as a unified and collective voice to represent the diverse lived experiences of the Black community at the University of Redlands, including all its campuses. Juneteenth enhances the university by encouraging diversity and inclusion of all Black faculty, students, staff alumni and administrators.

These events target issues related to the education, safety, in personal and professional lives of all connected to the UOR and the community. This event reestablishes a safe and comfortable space for diverse students to feel a since of connection to the environment which in turn increases diverse enrollment and alumni support.

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

Supports local, small businesses, artists and performers; brings large crowds to the Redlands area with support for black community and generating revenue to consequent businesses within the city, bringing new people to the area and supporting/amplifying black community in a positive way.

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	2000	N/A	15-25
Attendance: Non-Residents	2000		15-25
Food & Beverage Sales	tbd		10
Merchandise Sales	tbd		40
Ticket/Entrance Fees	$20 (concert)		n/a
Other			n/a
Total Revenue	tbd		tbd

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

Signature: _____ **Title:** Juneteenth 2022 Committee

Please Print Your Name: Tekia McNeil **Date:** 9/23/2021

To Be Completed by the City of Redlands

Date Received: _____ **Received By:** _____

Notes: _____

City Manager Approval: _____ City Council Approval: _____

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Juneteeth Celebration 2022

DATE OF EVENT: June 19, 2022 HOURS: 10am - 9pm

LOCATION: Sylvan Park

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Stronger Together Now; Juneteenth Committee

CONTACT PERSON: Janelle Guerrero PHONE: 2135958735

EMAIL: strongertogethernowie@gmail.com ADDRESS: 351 Chaparral St., Rialto, CA 92376

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☑ NO ☐ PRICE: Attendees no fee; Vendor fee $150.00

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $7 - $18

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Stronger Together Now, Juneteenth Celebration Committee AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 2/24/2022 Signature: Janelle Guerrero

AUTHORIZATION

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

ALCOHOL RELATED TO PARKS:

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

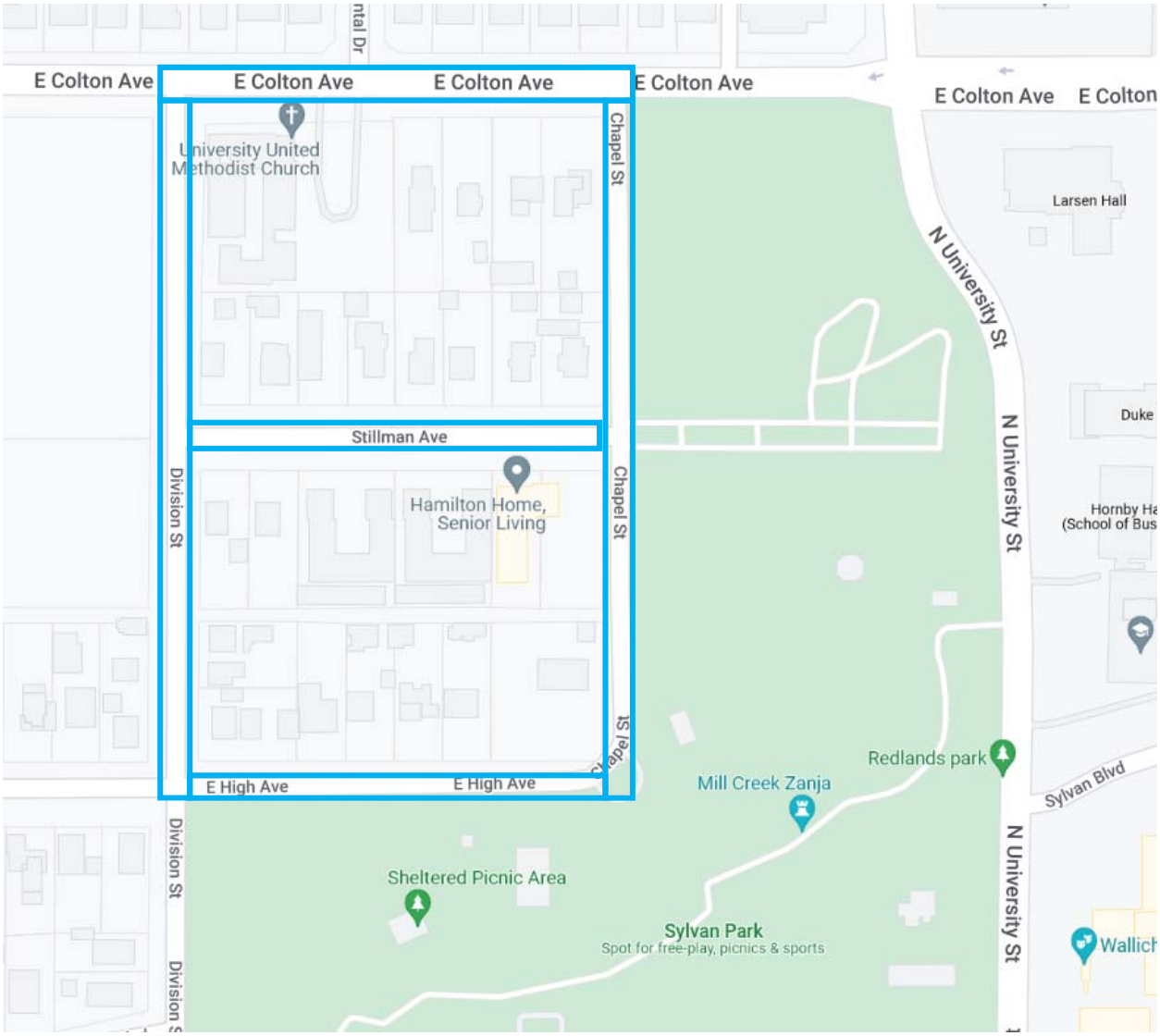
Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

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

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

CITY COUNCIL DATE (if applicable):_____


E Colton Ave
E Colton Ave
E Colton Ave
E Colton Ave
E Colton Ave
E Colton
University United Methodist Church
Chapel St
Larsen Hall
N University St
Stillman Ave
Duke
Division St
Hamilton Home, Senior Living
Chapel St
Hornby Ha
(School of Bus
Redlands park
E High Ave
E High Ave
Mill Creek Zanja
Sylvan Blvd
Division St
N University St
Sheltered Picnic Area
Sylvan Park
Spot for free-play, picnics & sports
Wallich

Stronger Together Now

EIN: 86-3416186 | Rialto, CA, United States

Determination Letter

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

> **Final Letters**

Publication 78 Data

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

On Publication 78 Data List: Yes

Deductibility Code: PC

Page Last Reviewed or Updated: 20-November-2020

Share Print

"A City That Works"

City Council Meeting **L. 6.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a grant agreement with Redlands Museum Historic Association for the provision of funds towards the construction of the Museum of Redlands, and determination that approval of the grant agreement is exempt from California Environmental Quality Act (CEQA) guidelines pursuant to Section 15061 (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine that the approval of the Grant Agreement with Redlands Historical Museum Association is exempt from California Environmental Quality Act guidelines pursuant to Section 15061;

2. I move that the City Council determine that the provision of funds to Redlands Historical Museum Association for the construction of the Museum of Redlands serves a public purpose for the reasons that the funds will facilitate the opening of a historical museum that will provide cultural enrichment to the Redlands community and contribute to the City's goals of enhancing tourism and economic development;

3. I move that the City Council approve the Grant Agreement with Redlands Historical Museum Association for the provision of funds towards the improvement to the Museum of Redlands.

RECOMMENDATION:

Staff recommends that the City Council approve the grant agreement with Redlands Historical Museum Association for the provision of funds towards the improvement to the Museum of Redlands. Staff further recommends that the City Council determine that the approval of the grant is a public purpose and benefit and determine that approval of the grant is exempt from CEQA guidelines pursuant to Section 153061.

DISCUSSION:

On January 21, 2022, the City received a grant proposal from the President of the Redlands Historical Museum Association requesting a financial contribution from the City to be used to complete the construction of the Museum of Redlands. The total cost of the project is projected to be approximately $26 million and current fundraising efforts have raised approximately $18 million. The new museum is under construction and is located at 700 Brookside Avenue at the old Redlands Daily Facts building. The vision for a community museum began about 22 years ago and has included various locations including the old City Hall building located at 30 Cajon Street. In October 2000, City Council passed Resolution 5800 which designated the City Hall Building at 30 Cajon Street to be the future site of the Redlands Historical Museum and designated the Board of Trustees of A.K. Smiley Public Library to be the administrator of the proposed museum. However, the location was later determined not to be feasible for the site as it was needed for city administration and public safety personnel. As a result, a search was undertaken by the Redlands Historical Museum Association (RHMA) to find an alternative location for the museum. In 2014, the property located at 700 Brookside Avenue was acquired by the RHMA for the future site of the museum.

Following this effort, the City Council passed Resolution 7445 in September 2014 agreeing to take possession of the museum once constructed and with the Board of Trustees of A.K. Smiley Public Library as the future administrator. The City Council made these commitments based upon their finding that the payment of such costs serves a valid public purpose because such payments will facilitate the opening and initial operation of a historical museum that will provide cultural enrichment to the Redlands community and contribute to the City's goals of enhancing tourism and economic development. In March of this year, the City Council designated $1 million for the construction of the Museum of Redlands as part of the mid-year budget.

Approval of the attached grant agreement with the Redlands Museum Association will provide $1 million towards the construction of the Museum. The City Council has affirmed that the granting of funds to the Redlands Historical Museum Association provides a public purpose and benefit for the reasons that

the funds will facilitate the opening of a historical museum that will provide cultural enrichment to the Redlands community and contribute to the City's goals of enhancing tourism and economic development. Furthermore, approval of the agreement is exempt from the provisions of the CEQA guidelines pursuant to Section 15061 under the common sense exemption. This provision states that CEQA does not apply to actions that will have no physical effect on the environment. Approval of the grant is not considered a project and the environmental impacts for the museum construction have already been considered as part of a previously adopted Mitigated Negative Declaration.

ALTERNATIVES:

City Council may elect not to approve the grant agreement and direct staff accordingly.

STRATEGIC PLAN:

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

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

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

Fiscal Impact

Fiscal Year:	FY 2021-22
Amount:	$1,000,000
Budgeted Y/N:	Y
Account No.:	101300
Discussion:	

Funding for this Grant Agreement is included in the Facilities and Community Services Fund (101300) of the Fiscal Year 2021-22 Budget as adopted by City Council.

Attachments

A. Grant Agreement Redlands Historical Museum Association

AGREEMENT BETWEEN THE CITY OF REDLANDS AND THE REDLANDS HISTORICAL MUSEUM ASSOCIATION, INC. FOR THE GRANT OF FUNDS FOR IMPROVEMENTS TO THE PROPOSED "MUSEUM OF REDLANDS"

This agreement ("Agreement") for the grant of City funds for improvements to the proposed "Museum of Redlands" is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a California municipal corporation and general law city ("City"), and the Redlands Historical Museum Association, Inc., a 501(c)(3) nonprofit corporation ("Grantee"). City and Grantee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Resolution No. 7445 of the City Council of the City of Redlands ("City Council") designated the Board of Trustees of City's A.K. Smiley Public Library as the administrator of the proposed "Museum of Redlands" and established interim and permanent improvement, repair, maintenance and operational obligations for City and the Board of Trustees, both before and after the City might obtain title to the property located at 700 Brookside Avenue; and

WHEREAS, the City Council is in receipt of a grant proposal submitted by the Redlands Historical Museum Association, Inc. which requests funding for the completion of certain improvements associated with the construction of the proposed "Museum of Redlands;" and

WHEREAS, City has found and determined that the provision of funds to Grantee for the improvements to the "Museum of Redlands" serves a public purpose for the reason that the funds will facilitate the opening of a historical museum that will provide cultural enrichment to the Redlands community and contribute to the City's goals of enhancing tourism and economic development; and

WHEREAS, on February 15, 2022, the City Council authorized the grant of One Million Dollars ($1,000,000) ("Grant Funds") for the improvements to the "Museum of Redlands;"

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

AGREEMENT

Section 1. Grant. City hereby grants to Grantee the sum of One Million Dollars ($1,000,000) (the "Grant Funds") pursuant to the request of Grantee set forth in its grant proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference. City shall disburse the Grant Funds to Grantee on or before May 1, 2022.

Section 2. Restrictions on Use of Funds. Grantee warrants and represents that the Grant Funds shall not be used for any activity that would violate City, state, or federal statutory or decisional law, and shall be expended solely for improvements Grantee proposes to make to the "Museum of Redlands," as more particularly described in Exhibit "A" (the "Improvement Work").

In the event the Grant Funds are not used for the Improvement Work, Grantee shall provide written notification to City and shall return the Grant Funds in full to City within ten (10) days of such notice. If the Grant Funds are not fully expended by or before April 19, 2024, Grantee shall return the unexpended Grant Funds to City within thirty (30) days of such date.

Section 3. Compliance with California Labor Code. In performing the Improvement Work, Grantee shall comply with all applicable federal, state, and local laws, including, but not limited to, any applicable provisions of the California Labor Code. City makes no representation to Grantee as to whether the Improvement Work constitutes a "Public Work" as that term is defined by California Labor Code section 1720, and Grantee acknowledges and agrees that Grantee shall be solely responsible and liable for the determination of whether such Improvement Work constitutes a "Public Work." Grantee further acknowledges and agrees that City's sole obligation under this Agreement is to provide Grantee with the Grant Funds, and that City is not an awarding authority for any contract entered into by Grantee for the Improvement Work, nor is City otherwise undertaking any "Public Work" for purposes of California Labor Code section 1781. Grantee shall defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from and against any and all losses, damages, costs, claims, causes of action and liability based upon the assertion that City or Grantee has failed to comply with any applicable provision of the California Labor Code in connection with Grantee's undertaking of the Improvement Work.

Section 4. Reporting and Accounting Requirements.

A. Grantee shall maintain true, proper, and complete books, records and accounts (collectively, "Books and Records") in which shall be entered fully and accurately all transactions taken with respect to the Improvement Work and the expenditure of the Grant Funds. Grantee shall maintain the Books and Records in accordance with Generally Accepted Accounting Principles.

B. City reserves the right to designate its employee representatives, or its contracted representatives with a Certified Public Accounting firm, who shall have the right to audit Grantee's Books and Records as they relate to the Grant Proposal, and to examine any cost, revenue, payment, claim or other records or supporting documentation relating to Grantee's use and expenditure of the Grant Funds. Any such audit shall be undertaken by City or its representatives at mutually agreed upon reasonable times, and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit.

C. City's right to audit shall extend for a period of three (3) years following the date of City's provision of the Grant Funds to Grantee. Grantee agrees to retain all records and documentation relating to the Grant Proposal and Grantee's expenditure of the Grant Funds for such period.

Section 5. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless City, and its elected and appointed officials, officers, employees and agents, (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties,

liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim;" collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to this Agreement and Grantee's undertaking of the Improvement Work (including the negligent and/or willful acts, error and/or omission of Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

Section 6. Grantee Independence. In the performance of this Agreement, Grantee, and the employees and agents of Grantee, shall act in an independent capacity and are not officers, employees, or agents of City. The manner and means of performing the Improvement Work are under the control of Grantee, except to the extent they are limited by statute, rule, or regulation and the express terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee, or any of Grantee's employees or agents, to be the employees or agents of City. Grantee shall have the responsibility for, and control over, the means of performing the Improvement Work. Anything in this Agreement that may appear to give City the right to direct Grantee as to the details of the performance or to exercise a measure of control over Grantee shall mean only that Grantee shall follow the desires of City with respect to the results of the Improvement Work.

Section 7. Prohibition against Transfers. Grantee shall not assign or transfer this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of City. Any attempt to do so without such written consent of City shall be null and void.

Section 8. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile 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 OF REDLANDS

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

REDLANDS HISTORICAL MUSEUM ASSOCIATION

Stephen Stockton, President
PO Box 470
Redlands, CA 92375
stevepaul1938@gmail.com
(951) 966-0047

Section 9. General Considerations.

A. Waiver. A waiver by either Party of any breach, or of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

B. Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties with respect to its subject matter, and all preliminary negotiations and agreements of whatsoever kind or nature relating to the same are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

C. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of improvements which might otherwise apply.

D. Amendment. This Agreement may be modified or amended only by a written document executed by both Grantee and City.

E. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

F. Controlling Law and Venue. The 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.

G. Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

H. Attorney's Fees. In the event any action is commenced to enforce or interpret any term or provision of this Agreement, the prevailing Party in such action, in addition to costs and any other relief, shall be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of its Effective Date.

CITY OF REDLANDS	REDLANDS HISTORICAL MUSEUM ASSOCIATION, INC.
_____	_____
Paul T. Barich, Mayor	Stephen P. Stockton, President

ATTEST

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

GRANT PROPOSAL

MOR Museum of Redlands

January 21, 2022,
City of Redlands
30 Cajon Street
Redlands, CA 92373

Via: E-mail

Attention, Charlie Duggan, City Manager

Dear Charlie,
A vision twenty-two years in the making is about to happen! Redlands will have by the end of this year a new cultural, historical, educational "Living Room"! Redlands' residents will have a place that provides ongoing context and inspiration for years to come.

In 2000, the old city hall was promised by the city as the Museum site; even signs were put up. The Great Recession killed that dream. That site was needed for police services. Three other potential sites were explored but became unavailable. Then, through the generosity of a private donor, the former Daily Facts Building at Brookside Avenue and Center Street was given to the Museum. We chose our name to be the Museum of Redlands. The Museum will lead visitors through the rich history of Redlands by way of interactive exhibits, lectures, art, and music, but also involve significant space for travelling exhibits from other museums, all of which will provide an ongoing opportunity for residents and visitors alike to return repeatedly. The design developed by well-known architects Johnson/Favaro, (most recently of the new Riverside Library), creates an iconic landmark in Redlands that represents our time and our gift to future citizens.

The early documents between the City and MOR anticipated that the city, near the completion of the project, would become an active partner with MOR, both financially and operationally. We are currently funded with private donations. These private funds came from four major donors and more than 800 additional donors who have contributed almost $18 million. The total project cost is projected to be between $24 and $26 million. NOW is the City's time to assist in completing MOR. With a contribution of $6.6 million, the city would be presenting its citizens with a new cultural asset. This amount includes contingencies, MOR soft costs and will complete the interior of MOR. It does not include prevailing wages. The attached document details MOR's cash flow from January 1, 2022, through April 2022. The document also details a short fall of cash for current construction which is dependent on pledges and additional fund raising by the MOR. This could require a reimbursement agreement with the city as funds become available.

MOR will join with a new City Hall, a new Police Headquarters, and new Fire Stations. Culture and education join "civic hands" with public safety and administrative services, all to serve the people of Redlands in the 21st Century and beyond. We look forward to your favorable approval with advanced "thanks" for keeping our mutual project on time.

Sincerely,

Stephen P. Stockton
President, Museum of Redlands
CC: Chris Boatman, Don McCue, Tim Rochford, Char Burgess
Attachment

Redlands Historical Museum Association
Capital Funds Projection
As of April 30, 2022

				Capital Fund Expenditures	
			Building & Lot Purchase	1,563,312	
			Tilden Coil Constructors Spent prior to 12/31/21	8,453,424	
Funds available at 12/31/2021	**5,245,550**		Additional costs including architect and other misc expenses prior to 12/31/21	1,307,038	
January 2022 Pledges Receivable/Donations	135,548		Subtotal Expenditures prior to 12/31/21	11,323,774	
January Projected Costs	(2,875,000)	*	January Projected Costs	2,875,000	*
January 2022 Funds Balance	**2,506,098**				
Feburary 2022 Pledges Receivable	22,500				
February Projected Costs	(2,600,000)	*	February Projected Costs	2,600,000	*
February 2022 Funds Balance	**(71,402)**				
March 2022 Pledges Receivable	600,000				
March Projected Costs	(1,750,000)	*	March Projected Costs	1,750,000	*
March 2022 Funds Balance	**(1,221,402)**				
April Projected Costs	(463,000)	*	April Projected Costs	463,000	*
April 2022 Funds Balance	**(1,684,402)**		Projected Capital Funds Expenditures to April 2022	**19,011,774**	

No assurance is provided on this statement.

Additional Estimated Fund Contributions after April 2022	
Estimated sale of 300 pavers at $2,500 each	750,000
Estimated additional pledges receivable	1,500,000
Does not include monthly donations	
Estimated Cost for Final Phase of Construction	6,600,000

* These projected expenditures are from the General Contractor Tilden-Coil Constructors, Inc as well as estimated expenses for other contractors such as Johnson Favaro, River City Testing, etc. Does not include general operating expenditures.

No assurance is provided on this statement.

"A City That Works"

City Council Meeting **L. 7.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Carollo Engineers, Inc. in an amount not-to-exceed $835,549 to engineer a replacement raw water influent pipeline for the Tate Water Treatment Plant, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that staff recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that executing a Professional Services Agreement with Carollo Engineers, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a Professional Services Agreement with Carollo Engineers, Inc. in an amount not-to-exceed $835,549 to engineer a replacement raw water influent pipeline for the Tate Water Treatment Plant.

RECOMMENDATION:

Staff recommends City Council determine that execution of a Professional Services Agreement with Carollo Engineers is exempt from environmental review pursuant to Section 15061(b)(3), and approve a Professional Services Agreement with Carollo Engineers for an amount not-to-exceed $835,549 to engineer a replacement raw water influent pipeline for the Tate Water Treatment Plant.

DISCUSSION:

The City extracts groundwater and receives raw water from two (2) surface water sources for treatment and disinfection to meet drinking water standards prior to distribution through the potable water system. Santa Ana River surface water is received and treated at the Hinckley Water Treatment Plant, and Mill Creek surface water is received and treated at the Tate Water Treatment Plant (Tate). Tate has a potable water treatment capacity of twenty million gallons per day (20 MGD), with average daily production of seven (7) MGD and peak day production of eleven (11) MGD during the peak water use season (July-September). Tate operates in the 2,340' pressure zone, and is able to supply approximately eighty-seven percent (87%) of the City's water service area customers. The Tate facility has been upgraded, and its processes enhanced to improve water supply reliability by allowing State Water Project water to be mixed with Mill Creek water for treatment. Brady & Associates, Inc. recently completed a Condition, Structural, and Seismic Assessment of the Tate raw water transmission line, and recommended replacement.

The goal of this project is to engineer a new raw water influent pipeline from the box structure near the Southern California Edison Power House #1, across Mill Creek, and joining existing pipeline valving at the Tate connection point. The project also includes a distribution pipeline to Crafton Water Company with two (2) separate valve and flow meter vaults. The influent pipeline will be constructed in two (2) phases in the future, and two (2) separate sets of construction documents will be prepared.

MUED staff issued a Request For Proposals on February 7, 2022. Carollo Engineers (Carollo) was the only consultant to submit a proposal before the February 28, 2022 submittal deadline. Carollo has successfully completed projects similar in scope and size, and has completed numerous engineering design projects for the City. The MUED staff formed a proposal rating committee, and determined Carollo is qualified to complete this project. MUED staff negotiated a reasonable service fee not anticipated to exceed $835,549, which includes four (4) alternative items totaling $80,261 that will only be authorized if required by permitting agencies, or if actual field conditions necessitate.

This project is determined to be exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act such that it can be seen with certainty that there is no possibility that the approval of the agreement would have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would delay the replacement of this critical raw water influent pipeline.

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
John R. Harris, MUED Director

Fiscal Impact

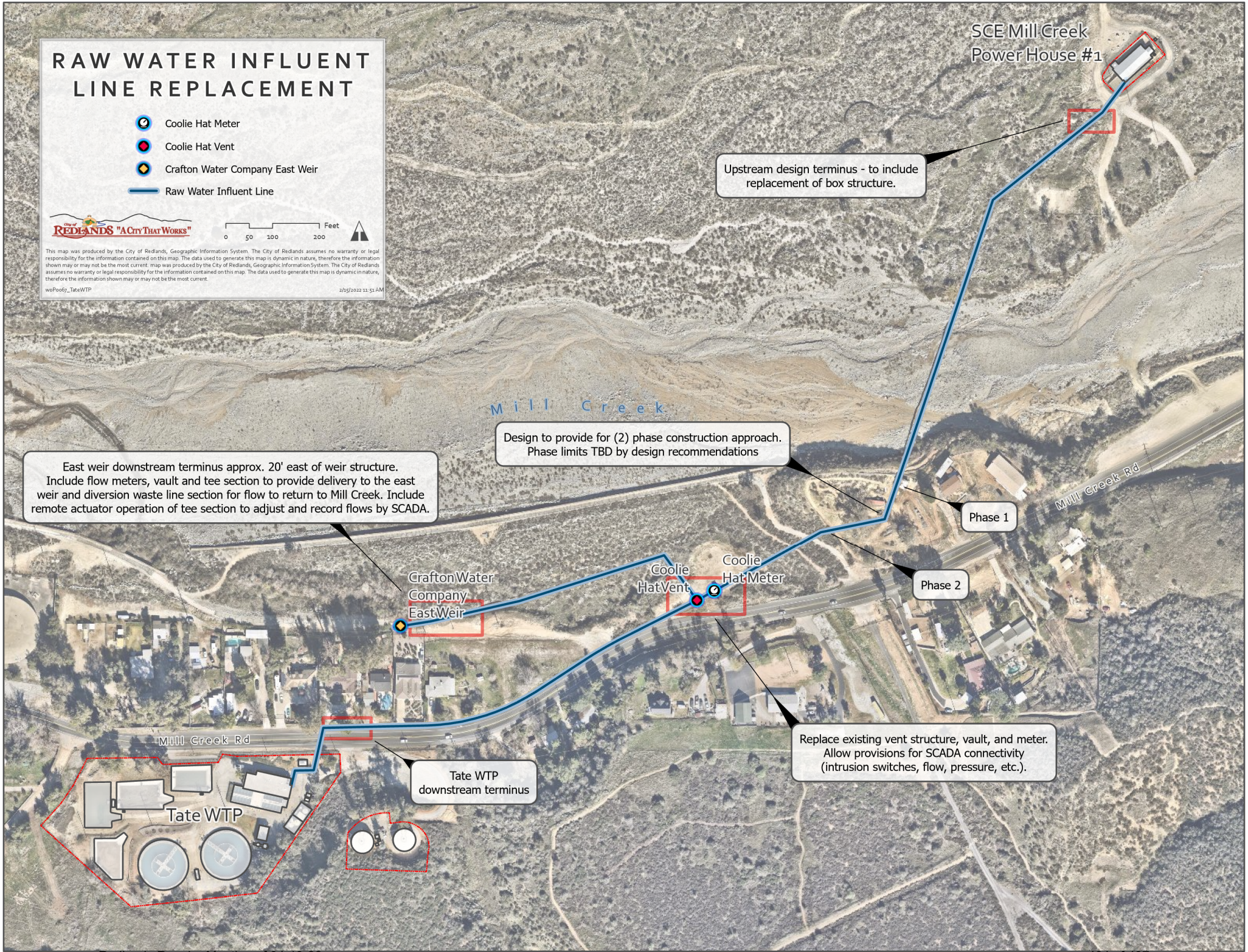
Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501910

Discussion:

There is no fiscal impact associated with this recommendation. The FY 21/22 Water Projects Budget (501910) includes funding for this project.

Attachments

Location Map
Carollo Professional Services Agreement


RAW WATER INFLUENT LINE REPLACEMENT
Coolie Hat Meter
Coolie Hat Vent
Crafton Water Company East Weir
Raw Water Influent Line
Feet
0 50 100 200
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. 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.
wo#10067_TateWTP
2/15/2022 11:51 AM
SCE Mill Creek Power House #1
Upstream design terminus - to include replacement of box structure.
Mill Creek
Design to provide for (2) phase construction approach. Phase limits TBD by design recommendations
East weir downstream terminus approx. 20' east of weir structure. Include flow meters, vault and tee section to provide delivery to the east weir and diversion waste line section for flow to return to Mill Creek. Include remote actuator operation of tee section to adjust and record flows by SCADA.
Phase 1
Phase 2
Mill Creek Rd
Crafton Water Company East Weir
Coolie Hat Vent
Coolie Hat Meter
Mill Creek Rd
Tate WTP
Tate WTP downstream terminus
Replace existing vent structure, vault, and meter. Allow provisions for SCADA connectivity (intrusion switches, flow, pressure, etc.).

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Carollo Engineers, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to design and prepare plans and specifications for City for a replacement raw influent pipeline and associated facilities to supply the Tate Water Treatment Plant to be constructed in the future (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

2.3 Consultant shall not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inaccuracies are caused by Consultant's negligent performance hereunder.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use

and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

3.3 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

3.4 City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement, unless terminated earlier as provided herein.

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

4.4 Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of eight hundred thirty five thousand five hundred forty nine dollars ($835,549). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City

shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

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

CITY:	CONSULTANT:
John R. Harris, MUED Director	Graham J.G. Juby, Senior Project Manager
City of Redlands	Carollo Engineers, Inc.
35 Cajon Street, Suite 15A	3400 Central Avenue, Suite 205
P.O. Box 3005 (mailing)	Riverside, CA 92506
Redlands, CA 92373	GJGJuby@carollo.com
jharris@cityofredlands.org	Phone: (951) 776-3955
Phone: (909) 798-7658	Fax: (951) 776-4207

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

6.3 Neither party shall be responsible for economic, incidental and/or consequential damages to the other party and/or any third party. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success. Consultant and its subconsultants shall only be liable for any damage caused by negligence related to cleaning activities required to facilitate the CCTV inspection.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

8.9 The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CAROLLO ENGINEERS, INC.

By: _____
Graham J.G. Juby, Senior Project Manager

By: _____
Eric M. Mills, Client Services Director

EXHIBIT “A”

SCOPE OF SERVICES

[ATTACHED]

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

TATE WTP RAW WATER INFLUENT LINE REPLACEMENT PROJECT

CAROLLO ENGINEERS

SCOPE OF WORK

The Tate Water Treatment Plant (WTP) has a potable water treatment design capacity of twenty (20) million gallons per day (MGD), with average daily production of seven (7) MGD and peak day production of eleven (11) MGD during the peak water use season (July – August). This WTP operates in the 2,340' pressure zone. The City has added enhancements to the Tate WTP that provide more water supply reliability by allowing State Water Project water to mixed with Mill Creek water for treatment. Brady & Associates, Inc. (Brady) recently completed a condition, structural, and seismic assessment of the Tate WTP raw water transmission line and recommended a new parallel pipeline to be constructed.

The purpose of this project is to engineer and construct a new influent pipeline from the box structure near Power House No. 1, across Mill Creek Channel and connecting to the Tate WTP connection point identified in the RFP. This project also includes a distribution line to Crafton Water Company with two separate valve and flow meter vaults. The influent pipeline will be constructed in two phases per RFP, Addendum No. 1 requirements. For this reason, we have estimated two separate sets of construction documents (plans, specifications, and cost estimates) will be prepared as part of the final design.

The scope of work detailed below is intended to capture all tasks necessary to allow for preparation of bidding and construction documents for the proposed project. Several optional tasks have also been included for the City to consider.

Task 1 – Project Management and Meetings

It is assumed that the project will take approximately 14-months to complete. This task includes general project management and meetings.

A. Prepare monthly invoices including a Progress Report summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.
B. Attend monthly 90-minute project meetings with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff. A total of 8 project meetings has been assumed.

C. Attend six in-person 90-minute design review meetings. In place of a monthly project meeting, attend in-person design review meetings as follows:
    a. Project kickoff meeting,
    b. Pipeline Alternatives meeting,
    c. 30% design review meeting,
    d. 60% design review meeting,
    e. 90% design review meeting,
    f. Final design completion meeting.

Carollo will develop a data needs list that will be submitted to City before or at the kickoff meeting. The list will be updated as the project proceeds identifying data received and data still to be received. Data received from City will be reviewed as needed to provide information for the project.

Meeting agendas will be established in collaboration with MUED staff.

Deliverables: Meeting Agendas, Meeting Notes, Presentation Materials, Monthly Invoices, Monthly Progress Reports, Date Needs List in electronic format. List will be updated regularly as needed.

Task 2 – Pipeline Alternatives Evaluation

Carollo will review the Brady assessment and recommendations and conduct additional research and site investigations necessary to evaluate up to three separate pipeline alignments and the construction alternatives listed below to replace the Tate WTP raw water transmission line, including associated valves, control and metering systems (including SCADA), and plumbing systems. It has been assumed that no additional assessment of the existing transmission line is necessary. An important component of this project is the addition of equipment necessary to connect to, and meter, water delivered to Crafton Water Company and to the San Bernardino Valley Water Conservation District. Carollo will evaluate up to three pipeline alternatives, including both trenched and trenchless construction alternatives. Carollo will provide a list of pros and cons for various replacement construction alternatives, including:

1. Construction of a replacement transmission line with the same diameter or larger, and along the same alignment;

2. Construction of a replacement transmission line with the same diameters evaluated for Alternative 1, along a modified alignment to the west of the existing line;

3. Construction of a replacement transmission line with the same diameters considered for Alternatives 1 and 2, along a modified alignment to the east of the existing line.

4. Rehabilitation of the existing transmission line, and construction of a redundant transmission line (side-by-side and along a new alignment).

A. Carollo will provide conceptual land acquisition (if necessary) and construction cost estimates, including site civil work, access roads, fencing, piping, and control systems, and other associated temporary and permanent construction elements for each of the replacement construction alternatives. At the conclusion of Task 2, the City staff will select a preferred construction alternative and alignment. Carollo will prepare Technical Memorandum (TM) No. 1 that will be the basis for selection of the preferred alternative and which will consider the following minimum items:

a. **Condition Assessment/Rehabilitation.** Review the Brady condition assessment report. It has been assumed that additional interior, or exterior condition assessment work will not be required. Should such additional work be determined as being needed in order to complete the design, then this will be discussed separately with the City and a suitable approach identified.

b. **Material Types.** Evaluate various construction material types to rehabilitate and/or replace the raw water transmission line.

c. **Hydraulics.** Evaluate the hydraulic implications of various pipe configurations (e.g., single line, redundant line, control systems, pumping needs, piping schematics, etc.).

d. **Water Quality.** Identify implications of water quality on various pipe configurations and material types.

e. **Foundations.** At a planning level, identify typical pipe support foundation alternatives, casing pipe needs, and identify any slope-stability concerns, all as appropriate.

f. **Regulatory Constraints.** Research and identify any regulatory constraints (e.g., SWRCB, USACE, DDW, Air Quality Management Division, Caltrans etc.) that may have implications on the foundation and/or pipe location, material type, or geometry. Research and identify necessary construction permitting and the level of CEQA evaluation and documentation necessary for each alternative. Prepare a table and schedule to indicate the anticipated permit requirements and timeline anticipated for obtaining each permit.

B. Evaluate life cycle costs (as net present and annual worth) for alternatives under consideration. This shall include the initial capital investment as well as anticipated maintenance and replacement costs.

C. Present results of the alternatives evaluation to MUED staff for selection of the preferred alternative. The alternative evaluation will be presented as part of TM-1. Figures, photographs, and estimate tables accompanied by a meeting/presentation materials will be included as an Appendix to TM-1.

After receiving the City's comments on the draft TM-1, Carollo will prepare and submit a final version of TM-1 which will be used as the basis for the design phase.

Deliverables: Draft and Final versions of TM-1 and supporting exhibits in electronic format.

Task 3 - Site Survey and Basemap Preparation

Carollo will sub-contract with a surveyor to conduct the following work:

A. Perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data shall be obtained by performing 811 utility locates and will likely require follow up with individual utility companies who fail to locate their lines. City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys.
B. Perform field surveys as necessary to establish property boundaries and easements adjoining the project site.
C. Perform the potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists). Survey the locations of exposed utilities.
D. Coordinate jet-tracing of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.
E. Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.
F. Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Deliverables: AutoCAD basemap of the site for use in subsequent planning, design, and plan preparation.

Task 4 - Geotechnical Investigations

Carollo will sub-contract with a geotechnical consultant to conduct the following work:

A. Perform geotechnical borings and laboratory analyses as necessary to engineer the proposed pipe foundations and site improvements.
B. Perform soil analyses to determine the corrosion potential along the pipeline alignment and develop a cathodic protection system as necessary based on the analyses results.
C. Perform slope-stability studies as necessary to aid in final siting of the pipe and foundations, and identify any special considerations required to maintain stability of the areas and avoid compromising the pipe and foundations or associated improvements.
D. Prepare a geotechnical report summarizing the methods, findings, and recommendations resulting from the geotechnical investigations.

Deliverables: Draft and Final versions of a Geotechnical Report in electronic format.

Task 5 - Final Engineering

A. Carollo will perform the final engineering of the preferred alternative to include the raw water transmission line, foundations, control structures, instrumentation, manholes and vaults, and any other elements necessary to bring the system into service. Final engineering will include provisions for connections to existing Tate WTP system piping.
B. Engineer site improvements within the project areas to include site grading, drainage, perimeter fencing, and access roadways. Given the small scale of the project (less than 1 acre of additional impervious area created), it is anticipated that stormwater detention and permanent water quality BMPs are not required.
C. Coordinate with dry utility companies (gas, power, communications, etc.) to relocate any existing utilities in conflict with the proposed improvements. The actual relocation designs will be performed by the utility owners and billed to City.
D. Coordinate Engineering with outside agencies based on the findings in TM-01 (i.e., San Bernardino County Flood Control District, USACE, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by City.
E. Engineer erosion control plans indicating erosion control minimums to be implemented by the Contractors. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractors.

Construction Documents

A. Prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:
    a. Title Sheet
    b. General Notes Sheet
    c. Existing Conditions Sheet (with identification of available project access and staging areas)
    d. Survey Control Sheet
    e. Erosion Control Plan
    f. Removal/Demolition Plans
    g. Pipe Plans (including foundations, piping, plans and profiles)
    h. Connection Piping Details
    i. Control System Plans
    j. Utility/Power Plans (as necessary)
    k. Utility Relocation Plans
    l. Site Grading and Drainage Plans
    m. Site Security Plans (perimeter fencing and access gates)
    n. Detail Sheets (as necessary)
    o. Site Restoration Plans

p. Additional plan sheets necessary to create a plan set suitable for bidding and construction

B. Prepare detailed specifications for project construction.

C. Plans and specifications shall be submitted to the City for review and comment at the 30%, 60%, 90%, and final design completion level.

D. Using a bid form prepared in collaboration with City, prepare a summary of quantities for the final design.

E. Prepare an engineer's opinion of probable construction cost at the 30%, 60%, 90%, and final design completion levels.

Task 5.1 – 30% Design

A preliminary drawing list that includes the anticipated 100% submittal drawing list is included in Attachment A. This attachment includes a separate preliminary list of drawings for Phase 1 and Phase 2. This list of drawings may be adjusted based on the findings of Task 2 described above. The drawings will be prepared in the current Carollo version of Bentley's Microstation or Revit and converted to AutoCAD files, and the specifications will be prepared in the current Carollo version of Microsoft Word in the 17-Division format. Project will use the City Front-End Specifications (Division 0), which will be provided by the City. Division 1 and the other technical specifications will be provided by Carollo.

The 30% submittal drawings will include sufficient early development to display the basic format of the plan set for each of the disciplines required to complete the work. The submittal will include the basic organization sheets, sufficient detail to show the basic layout of facilities, process instrumentation and control diagrams, SCADA Block Diagram, and single line power diagrams, as needed. The plans will provide specific horizontal and vertical control for all proposed underground facilities.

The specifications will include a summary Table of Contents for all specifications anticipated for the project. Specifications included at this point will still include marked-up sections, for further development.

After review of the 30% submittal by City, a design review meeting will be held with City to review and discuss their comments. The City's comments on the 30% drawings will be incorporated into the 60% design submittal.

Preliminary Construction Cost Estimate - A preliminary construction cost estimate will be prepared and included as part of the 30% Submittal. A separate construction cost estimate will be provided for Phase 1 and Phase 2.

Deliverables: 30% Design Package that includes selected drawings to approximately 30% level of completion for Phases 1 and 2 and Technical Specifications Table of Contents, and opinion of probable construction cost, all as a pdf set of the drawings and specifications files.

Task 6.2 – Final Design

Following receipt of the City's comments on the 30% Design Submittal, Carollo will advance the design to approximately 60%. Provide a 60% Design Submittal to the City that now includes all drawing sheets anticipated in the two Bid Sets, and all specifications, although some may still need to be finalized. With the 60% submittal include an updated construction cost estimate for both Phases of the project.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications in a design review meeting.

Following receipt of the City's comments on the 60% Design Submittal, Carollo will advance the design to 90%. Carollo will provide a 90% Design Submittal to the City that now includes a complete set of drawing sheets and all specifications separated into Phase 1 and Phase 2 packages. In parallel with the City's review of the 90% submittal, conduct an in-house QA/QC check of the plans and specifications.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications.

Following receipt of the City's comments on the 90% Design Submittal, and comments from Carollo's in-house checking team, Carollo will advance the design to 100% incorporating all comments. Carollo will provide a 100% Design Submittal to the City that now includes a complete set of all drawing sheets and all specifications for both Phase 1 and Phase 2 packages. Together with 100% submittal, submit the final Engineer's Opinion of Probable Construction Cost.

Using a bid form prepared in collaboration with City, Carollo will prepare a summary of quantities for the final design and submit those with the 100% Submittal.

Carollo will incorporate any final comments into the documents and prepare and submit the two Bid Set packages for Phase 1 and Phase 2.

Deliverables: 60%, 90% and 100% Design Drawings and Specifications all in PDF format. Bid Set Drawings and Specifications packages for Phase 1 and Phase 2 will be prepared as print-ready full-sized drawings (1 set) and a pdf set of the drawings in full-size and half-size; One set of master specifications on both 8 1/2"x11" paper unbound and in digital form. All deliverables will be in two separate packages for Phase 1 and Phase 2 work.

ADDITIONAL OPTIONAL TASKS

We have included several optional tasks for the City to consider in case they become needed. These tasks are:

Task 6 – Potholing: We have included a budgetary item due to unknown number of utilities.

Task 7 – Title report and easement legal descriptions: We have included a budgetary item based on an assumed number of five due to the unknown number of easements that may be required.

Task 8 – Trenchless Installation Evaluation and Report: If trenchless installation of the pipeline under Mill Creek Channel is selected, we will request Brierley and Associates, our tunneling subconsultant, to evaluate and recommend the tunneling method to be used.

Task 9 – Additional Geotechnical Investigations if needed.

ASSUMPTIONS

The Scope of Work developed above and the associated labor hour effort to complete the work was based on the following assumptions:

1. The duration of the project design will be approximately 14 months from receipt of the Notice to Proceed.
2. No additional conditional assessment of the existing Tate WTP raw water transmission line will be needed.
3. Scour analysis of Mill Creek Channel is not included. We understand that a scour analysis is available from SBCFCD.
4. Traffic control plans are not included. The City will provide traffic control plans for inclusion.
5. City will provide the following services as needed during the project:
    a. Provide potholing and/or jet-tracing of any utilities with uncertain locations. We have included a budgetary item under Optional Task 7 for $20,000 for potholing;
    b. Provide plan reviews of intermediate submittals in a timely manner (assumed to be 2-weeks);
    c. Provide bid documents to prospective bidders (including printing and the bid form template) and bid the projects;
    d. Provide cost data from recent projects for use in preparation of engineer's cost estimates;
    e. Pay for costs associated with dry utility company (gas, power, communication) design fees.
    f. Apply for and pay the fees associated with obtaining permits.
6. Costs incurred by the utility companies for their design work will be paid for directly by the City.
7. The bidding documents will use City's Front End (Division 0). The City will provide the latest version of the their Front End to Carollo for review and co-ordination with the rest of the technical specifications.

8. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractor.
9. Printing of Bid Sets for Bidding will be provided by City as needed.
10. Bid services are not included in the Scope of Work.
11. Public Outreach will be provided by City.

Attachment A includes a preliminary List of Drawings for Phase 1 and Phase 2 design. Total sheet count is 58.

Attachment A
Preliminary List of Drawings – Phase 1

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	KEY PLAN, STAGING AREA, AND SURVEY CONTROL DATA	1
	CIVIL	**7**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	CIVIL STANDARD DETAILS 1	1
GC-3	CIVIL STANDARD DETAILS 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	BOX STRUCTURE SITE PLAN, SECTIONS, AND DETAILS	1
C-4	MILL CREEK CHANNEL CROSSING DETAILS	1
	STRUCTURAL	**5**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	BOX STRUTURE REPLACEMENT PLAN	1
S-2	BOX STRUTURE REPLACEMENT SECTIONS AND DETAILS	1
	Total Number of Drawings	**16**

Attachment A
Preliminary List of Drawings – Phase 2

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	OVERALL SITE PLAN	1
	CIVIL	**12**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	STANDRD CIVIL DETAILS – 1	1
GC-3	STANDRD CIVIL DETAILS – 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	TRANSMISSION PIPELINE PLAN AND PROFILE - 3	1
C-4	CRAFTON TRANSMISSION PIPELINE PLAN AND PROFILE - 4	1
C-5	VALVE VAULT/FLOWMETER VAULT PLANS	1
C-6	VALVE VAULT/METER VAULT SECTIONS	1
C-7	CRAFTON VALVE/FLOWMETER VAULT PLANS	1
C-8	CRAFTON VALVE/FLOWMETER VAULT SECTIONS	1
C-9	MISCELLANEOUS PIPELINE CONNECTION DETAILS	1
	STRUCTURAL	**6**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-2	CRAFTON VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-3	STRUCURAL DETAILS	1
	MECHANICAL	**5**
GM-1	MECHANICAL GENERAL NOTES	1
GM-2	STANDARD MECHANICAL DETAILS – 1	1

SHEET No.	Drawing Title	No. of Drawings
M-1	VALVE/FLOWMETER PLAN AND SECTION	1
M-2	CRAFTON VALVE/FLOWMETER PLAN AND SECTION	1
M-3	MISCELLANEOUS MECHANICAL DETAILS	1
	ELECTRICAL	**9**
GE-1	ELECTRICAL LEGEND	1
GE-2	ELECTRICAL GENERAL NOTES	1
GE-3	TYPICAL ELECTRICAL DETAILS - 1	1
GE-4	TYPICAL ELECTRICAL DETAILS - 2	1
E-1	ELECTRICAL SITE PLAN	1
E-2	VALVE/FLOWMETER ELECTRICAL PLAN	1
E-3	CRAFTON VALVE/FLOWMETER ELECTRICAL PLAN	1
E-4	POWER AND CONTROL RISERS	1
E-5	SCHEDULES AND SCHEMATICS	1
	INSTRUMENTATION	**6**
GN-1	PROCESS AND INSTRUMENTATION LEGEND - 1	1
GN-2	PROCESS AND INSTRUMENTATION LEGEND - 2	1
GN-3	TYPICAL INSTRUMENTATION DETAILS - 1	1
GN-4	TYPICAL INSTRUMENTATION DETAILS - 2	1
N-1	BLOCK DIAGRAM	1
N-2	P&ID	1
	Total Number of Drawings	**42**

EXHIBIT “B”

COST PROPOSAL

[ATTACHED]

CITY OF REDLANDS

Carollo Fee Estimate

Tate Water Treatment Plant Raw Water Influent Line Engineering Project

	Hourly Billing Rate	$288	$265	$265	$245	$220	$180	$144	$120							
Task No.	**TASK DESCRIPTION**	**Senior Professional**	**Project Manager**	**Lead Professional QA/QC**	**Project Professional**	**Professional**	**Assistant Professional**	**CAD Technician**	**Office Support**	**TOTAL HOURS**	**LABOR COST**	**Project Equipment and Communication Expense [PECE] ($13.00 per labor hour)**	**OTHER DIRECT COSTS**	**Subconsultants**	**Markup on ODCs and Subconsultants**	**TOTAL PROJECT FEE**
1.0	**PROJECT MANAGEMENT AND MEETINGS**	**28**	**62**	**38**	**68**	**0**	**0**	**0**	**14**	**210**	**$ 52,904**	**$ 2,730**	**$ 900**	**$ -**	**$ 90**	**$ 56,624**
A	Monthly invoices and progress reporting		8		14				4	26	$ 6,030	$ 338	$ 200		$ 20	$ 6,588
B	Attend monthly meetings (assume 12 meetings, 90 minutes each)	14	24	18	24				4	84	$ 21,522	$ 1,092	$ 200		$ 20	$ 22,834
C	Attend in-person review meetings at 30%, 60%, 90%, and 100% design level (assume 6 meetings)	14	30	20	30				6	100	$ 25,352	$ 1,300	$ 500		$ 50	$ 27,202
D	Quality Assurance and Quality Control (Built into Task 5.0-D)									0	$ -	$ -			$ -	$ -
2.0	**ALTERNATIVE EVALUATIONS**	**12**	**58**	**66**	**108**	**88**	**0**	**66**	**18**	**416**	**$ 93,800**	**$ 5,408**	**$ 1,500**	**$ -**	**$ 150**	**$ 100,858**
A	Review existing condition assessment report and other related documents	2	8	8	8			8	2	36	$ 8,168	$ 468			$ -	$ 8,636
B	Evaluation of trenched and trenchless pipe installation methods	2	8	16	12			8	1	47	$ 11,148	$ 611	$ 500		$ 50	$ 12,309
C	Evaluate feasibility of alternatives including life-cycles costs	1	8	8	8			8	2	35	$ 7,880	$ 455			$ -	$ 8,335
D	Hydraulics	1	4	4	12	40		4	1	66	$ 14,844	$ 858	$ 500		$ 50	$ 16,252
E	Water Quality		2	2	4				1	9	$ 2,160	$ 117			$ -	$ 2,277
F	Foundations		4	8	8			8	1	29	$ 6,412	$ 377			$ -	$ 6,789
G	Regulatory constraints	2	8	4	16	24			2	56	$ 13,196	$ 728			$ -	$ 13,924
H	Prepare Technical Memorandum No. 1 and presentation for pipeline alternatives (TM-01)	4	16	16	40	24		30	8	138	$ 29,992	$ 1,794	$ 500		$ 50	$ 32,336
3.0	**SITE SURVEY AND BASE MAP**	**1**	**6**	**0**	**6**	**0**	**0**	**22**	**2**	**37**	**$ 6,756**	**$ 481**	**$ -**	**$ 44,950**	**$ 4,495**	**$ 56,682**
A	Prepare a site survey	1	2		2			8	2	15	$ 2,700	$ 195		$ 44,950	$ 4,495	$ 52,340
B	Prepare field survey to establish boundaries		2		2			2		6	$ 1,308	$ 78			$ -	$ 1,386
C	Potholing of existing utilities including surveys of potholes (see Optional Task 8)									0	$ -	$ -			$ -	$ -
D	Jet tracing of gravity utilities including survey (Jet Tracing will be performed by the City if needed)									0	$ -	$ -			$ -	$ -
E	Establish local survey monuments (at least 3 survey control monuments)		2		2			4		8	$ 1,596	$ 104			$ -	$ 1,700
F	Prepare an AutoCAD base map for use in planning and design							8		8	$ 1,152	$ 104			$ -	$ 1,256
4.0	**GEOTECHNICAL INVESTIGATIONS**	**1**	**2**	**4**	**4**	**0**	**0**	**0**	**1**	**12**	**$ 2,978**	**$ 156**	**$ -**	**$ 59,933**	**$ 5,993**	**$ 69,060**
A	Perform geotechnical investigations, borings, slope stability, and report	1	2	4	4				1	12	$ 2,978	$ 156		$ 59,933	$ 5,993	$ 69,060
5.0	**FINAL ENGINEERING (Phase 1 and 2)**	**10**	**216**	**248**	**292**	**232**	**212**	**972**	**100**	**2,282**	**$ 438,548**	**$ 29,666**	**$ 3,500**	**$ -**	**$ 350**	**$ 472,064**
A	Prepare Final design plans, specifications and construction cost estimates (30% design level)	2	80	40	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
B	Prepare Final design plans, specifications and construction cost estimates (60% design level)	2	60	60	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
C	Prepare Final design plans, specifications and construction cost estimates (90% design level)	2	60	60	80	60	40	300	20	622	$ 117,976	$ 8,086	$ 1,000		$ 100	$ 127,162
D	Internal Check of Plans and Specs (QA/QC)	2	4	80	24			12	4	126	$ 30,924	$ 1,638			$ -	$ 32,562
E	Prepare Final design plans, specifications and construction cost estimates (100% final)	2	8	8	24	12		40	24	118	$ 21,976	$ 1,534	$ 500		$ 50	$ 24,060
F	Prepare Separate Bid Sets (Phase 1 and Phase 2)		4		4		12	20	12	52	$ 8,520	$ 676			$ -	$ 9,196
	TOTAL FOR ALL TASKS (TASKS 1-5)	**52**	**344**	**356**	**478**	**320**	**212**	**1,060**	**135**	**2,957**	**$ 594,986**	**$ 38,441**	**$ 5,900**	**$ 104,883**	**$ 11,078**	**$ 755,288**
	ADDITIONAL OPTIONAL TASKS															
6.0	Potholing if needed (budgetary number due to unknown number of utilities)		2	2				8	1	13	$ 2,332	$ 169		$ 20,000	$ 2,000	$ 24,501
7.0	Title Report and Easement Legal Description (assume 5@$3,500 each)		2	2	2	0	0	8	1	15	$ 2,822	$ 195	$ -	$ 17,500	$ 1,750	$ 22,267
8.0	Trenchless Installation Evaluation and Report by Brierley (if trenchless option is selected)		2	2	8			8	1	21	$ 4,292	$ 273		$ 25,000	$ 2,500	$ 32,065
9.0	Additional Geotechnical Investigations/Trenching (if needed)		2		2			2	1	7	$ 1,428	$ 84		$ 8,235	$ 824	$ 10,571
	TOTAL OPTIONAL TASKS (TASKS 6-10)	**0**	**8**	**6**	**12**	**0**	**0**	**26**	**4**	**56**	**$ 10,874**	**$ 637**	**$ -**	**$ 62,500**	**$ 6,250**	**$ 80,261**
	TOTAL INCLUDING OPTIONAL TASKS (TASKS 1-9)	**52**	**352**	**362**	**490**	**320**	**212**	**1,086**	**139**	**3,013**	**$ 605,860**	**$ 39,078**	**$ 5,900**	**$ 167,383**	**$ 17,328**	**$ 835,549**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

CAROLLO ENGINEERING, INC.

By:_____ Date: _____

Graham J.G. Juby, Senior Project Manager

"A City That Works"

City Council Meeting **L. 8.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Dudek to engineer the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $354,820, and determination that this project 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 the City Council determines that staff recommendations are appropriate, the following motions are provided:

I move that the City Council determine the Hinckley Water Treatment Plant Sludge Press Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and,

I move to approve a Professional Service Agreement with Dudek to engineer the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $354,820.

RECOMMENDATION:

Staff recommends City Council determine the Hinckley Water Treatment Plant Sludge Press Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve a Professional Service Agreement with Dudek for project engineering services in an amount not-to-exceed $354,820.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) produces and distributes potable water to approximately 22,000 customers within its service area. Water is produced at two (2) water treatment plants (WTP). The Hinckley WTP receives raw water primarily from the Santa Ana River, and the Tate WTP receives raw water primarily from Mill Creek. Hinckley WTP and Tate WTP both use various mechanical and chemical processes to remove sediment and organic debris from the raw water prior to disinfection.

The byproduct of the sediment and debris removal process is a wet sludge that must be de-watered prior to disposal. The Hinckley WTP produces approximately 12,000 gallons of wet sludge from the sedimentation basins and 14,000 gallons of wet sludge from waste wash water recycle treatment plant each day. The current de-watering process is lengthy, labor-intensive, and requires the use of diesel fueled heavy equipment to move the sludge as it dries. Typically, 2,400 cubic feet of dry sludge is produced each day. More advanced technologies exist that are capable of significantly expediting the wet sludge de-watering process and reducing operating costs.

In mid-February 2022, MUED issued a Request for Proposals from qualified consultants to engineer sludge press equipment to be installed at the Hinckley WTP. Dudek submitted the only proposal before the March 7, 2022 deadline. Dudek has successfully completed projects similar in scope and size, and has completed several engineering projects for the City. The MUED staff formed a proposal rating committee, and determined Dudek is qualified to complete this project. MUED staff negotiated a reasonable service fee not anticipated to exceed $354,820, which includes one (1) alternative items totaling $13,860 that will only be authorized if required by permitting agencies, or if actual field conditions necessitate.

This project is determined to be exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act such that it can be seen with certainty that there is no possibility that the approval of the agreement would have a significant effect on the environment.

ALTERNATIVES:

City Council may elect to deny the staff recommendation.

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501910

Discussion:

There is no fiscal impact associated with this recommendation. The FY 21/22 Water Projects Budget (501910) includes funding for this project.

Attachments

Dudek Professional Service Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Dudek, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Hinckley Water Treatment Plant sludge press engineering services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Fifty Four Thousand Eight Hundred Twenty Dollars ($354,820). City shall pay Consultant on a not-to-exceed basis in accordance with the hourly rates set forth in Exhibit "C," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONSULTANT
John R Harris, MUED Director City of Redlands 35 Cajon Street, Suite 15A P.O. Box 3005 (mailing) Redlands, CA 92373 jharris@cityofredlands.org (909) 798-7658	Bob Ohlund, P.E., Vice President Dudek 3544 University Avenue Riverside, CA 92501 bohlund@dudek.com (949) 373-8313

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS	DUDEK
By: _____	By: _____
Paul T. Barich, Mayor	Bob Ohlund, P.E., Vice President

Attest:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Citywide Wastewater System Master Plan Update.

This scope of work shall be completed within the schedule period listed in Exhibit “B.”

[ATTACHED]

Detailed Scope of Work

Text Key

The following key indicates text used to differentiate scope items listed by the City in its RFP from Dudek scope details and assumptions.

City scope of work taken from RFP provided as black bold text.

Dudek detailed scope of work items listed in black italics.

Dudek assumptions listed in blue italics.

Task 1: Phase 1 – Alternatives Evaluation

The Consultant shall review the Hinckley WTP site layout, treatment processes, sludge removal operations, and conduct additional research and site investigations necessary to evaluate various sludge press equipment types and locations, as well as process alternatives. The Consultant shall provide a list of pros and cons for the various alternatives.

Task 1.1: Alternative Development

The Consultant shall provide conceptual construction cost estimates, including site civil work, safety features, wet and dry utility needs, piping, pumping and control systems, and other associated temporary and permanent construction elements for each of the alternatives. Task 1 includes an in-person Project kickoff meeting, weekly remote progress meetings, and an in-person alternatives analysis meeting. The deliverable for Task 1 is a detailed technical memorandum and supporting exhibits. At the conclusion of Task 1, the City staff will select a preferred alternative. This evaluation shall consider the following minimum items:

Task 1.1.1: Site and Process Assessment

Review the Hinckley WTP site and processes to identify potential sludge press equipment and locations.

Dudek will organize and attend one (1) in-person kickoff meeting and site walk.

Dudek will request as-built drawings, waste sludge data, SOPs related to sludge wasting, any available reports related to sludge handling, permits and associated contacts at regulatory agencies.

Up to two (2) sludge equalization options will be evaluated. Dudek suggests the following:

1. *New below grade tank with dry well sludge pump station near filter press*
2. *Modified existing sludge lagoon with dry well sludge pump station*

A pros and cons comparison will be made to determine the best sludge equalization option.

Dudek assumes that only filter presses will be evaluated. The location of the sludge press will be between Sludge Lagoon 4 and the Utilities building. Sludge press options and potential manufacturers will be evaluated in subsequent tasks.

Task 1.1.2: Equipment Research

Evaluate various equipment offerings that are easily integrated into the existing Hinckley WTP processes.

Evaluate up to 3 sludge press options: Pacific Press, Alfa Laval, and Evoqua (or other City selection(s)). Dudek will coordinate sending sludge samples to each manufacturer. The manufacturer will analyze sludge at its laboratory and send to Dudek a cost proposal with equipment and O&M costs including a projected cake percent solids.

Dudek will coordinate and attend up to two (2) site visits where City staff visit local filter press installations.

Task will compile available press options, features, cutsheets, list of installations.

This task will also determine City preferences for pumps, valves/actuators, PLCs, etc.

Findings from this task will be included in the TM slides (Task 1.3).

City will send sludge samples to manufacturers for analysis. Ancillary equipment types (e.g. feed pumps) will be evaluated based on City preference.

Task 1.1.3: Capacity Analysis

Evaluate process equipment capacity requirements based on best available data (provided by City).

Dudek will evaluate recent sludge production data (volume, concentration, wasting schedule) as well as future sludge production rate. Dudek will develop an operating schedule with City Staff, including anticipated weekly hours of operation and required storage volume. These results will be used to determine sludge filter press system design criteria.

Dudek assumes that the City has available sludge volume data but would need to develop sludge concentration data for the purposes of developing a sludge mass production design criterion. Dudek provides the City guidance on sampling but assumes the City or others will perform physical sludge sampling and measurement. We also assume the City will provide a value for maximum equipment runtimes (hours per day, days per week).

Task 1.1.4: Foundations and Access

At a planning level, identify typical equipment and vehicle access foundation alternatives, as appropriate.

Dudek to provide equipment footprints and preliminary site layout including vehicle access points.

Task 1.1.5: Regulatory Constraints

Research and identify any regulatory constraints (e.g. SWRCB DDW, Air Quality Management Division, etc.) that may have implications on equipment selection and location. Research and identify necessary construction permitting and the level of CEQA evaluation and documentation necessary for each alternative.

Dudek to solicit input from DDW and SCAQMD regarding project. Responses from these agencies will be documented in the TM presentation (Task 1.3).

Dudek will perform the required research to determine regulatory constraints, However, we do not anticipate any required modifications to City permits (DDW, SCAQMD) or impacts on final design.

Task 1.2: Lifecycle Cost Analysis

Evaluate life cycle costs (as net present and annual worth) for alternatives under consideration. This shall include the initial capital investment as well as anticipated maintenance and replacement costs.

Dudek will develop a lifecycle cost model that provides annual and net present worth costs for up to 3 filter press alternatives. O&M costs will consider labor, maintenance, power, chemical, and cake hauling costs. Capital costs will consider equipment and construction costs amortized over the life of the equipment.

Dudek assumes that 3 alternatives will be evaluated.

Task 1.3: Technical Memorandum

Present results of the alternatives evaluation to MUED staff for selection of a preferred alternative. A formal alternatives evaluation report is not necessary. Figures, photographs, and estimate tables accompanied by a meeting/presentation will suffice for this task.

Dudek will develop a concise presentation that summarizes the information developed in the above tasks. The presentation will be given to City staff at which time a recommended alternative will be determined.

Dudek assumes that the presentation to MUED staff will be in PowerPoint format performed in a virtual workshop (i.e. Zoom).

Task 2: Phase 2 – Final Design

The following tasks are based on an assumed Phase 1 recommendation similar to that depicted in Figure 2 of our proposal. The major design items are assumed to include: a below-grade sludge equalization tank or basin structure, semi-automatic Pacific Press sludge filter press installed on a platform 10-ft overhead located between Sludge Lagoon 4 and the Utility Building, and a sludge feed pump station dry well. These tasks will need to be reassessed if Phase 1 recommendations point to an alternate design.

Task 2.1: Site Survey, Basemap and Utility Research

Perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data shall be obtained by performing 811 utility locates and may require follow up with individual utility companies who fail to locate their lines. The City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys.

Survey, potholing, utility locating, and field measurement crews will perform work concurrently without interrupting plant operations.

Perform field surveys as necessary to establish property boundaries and easements adjoining the project site.

Limits of proposed improvements will be within the WTP site, with adequate setback from existing perimeter/fencing. Boundary survey is not needed.

Perform the potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists). Survey the locations of exposed utilities.

Five (5) potholes will be provided and coordinated with survey. Asphalt concrete will need to be removed and replaced for some of the potholes.

Coordinate jet-tracing of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.

Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.

All survey tasks will be tied horizontally and vertically to three (3) monuments within the WTP site (i.e. #1006, #1008 and #1009 per Project No. 71204 / D-40189). We assume new monuments are not needed.

Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Our surveyor (GSi) will prepare topographic survey mapping, utility mapping of City provided record drawings, and field location as required to establish subgrade obstructions, pipes and conflicting utilities. The basemap will be provided in both AutoCAD and PDF format. The survey submittal will also include field survey notes and photos as required.

Task 2.2: Geotechnical Investigation

Perform geotechnical borings and laboratory analyses as necessary to engineer the proposed site improvements.

One day of geotechnical field work will be provided which is estimated to result in four (4) to five (5) exploratory test pits. Borings are assumed to not be feasible due to subsurface conditions (i.e. cobbles and boulders). Test

pits are proposed to be excavated with a backhoe equipped with reaching depths ranging between 5 – 10 feet below existing ground. In-place density tests will be included at 1-2 feet vertical intervals using a nuclear gauge.

Proposed laboratory testing includes:

- *In-place density (if undisturbed samples can be collected)*
- *Soils corrosivity.*
- *Sieve analysis.*
- *Laboratory maximum density.*
- *Remolded Direct shear.*

Perform slope-stability studies as necessary to aid in final siting of the equipment and ancillary facilities, and identify any special considerations required to maintain stability of the areas and avoid compromising the equipment and associated improvements.

Detailed slope-stability study is not needed as improvements are anticipated to be onsite. Geotechnical work will include testing and recommendations to establish basis for excavation methods for underground structures, trenching and basin construction.

Prepare a geotechnical report summarizing the methods, findings, and recommendations resulting from the geotechnical investigations. The anticipated contents of the report include:

The anticipated contents of the report include:

- *Project and site description.*
- *A description of the field procedures used in the investigation.*
- *A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the test pits and sampling locations, and groundwater level.*
- *Depth to groundwater (if encountered) and its impact on the proposed project.*
- *Discussion on the laboratory test results.*
- *Location of faults and potential impacts.*
- *Seismic parameters based on the 2019 CBC.*
- *Allowable soils bearing capacity for shallow foundation design.*
- *Lateral earth pressures.*
- *Mat foundation recommendation.*
- *Foundation/slab subgrade preparation recommendation.*
- *Excavatabilty of the site soils.*
- *Grading and shoring recommendations.*
- *Backfill compaction recommendations.*

Task 2.3: Final Design

Perform the final engineering of the preferred alternative to include the equipment type and location, foundations, control structures, instrumentation, and any other elements necessary to bring the system into service.

Engineer site improvements within the project area to include site grading, drainage, safety features, plumbing, utilities, and access roadways. Given the small scale the project (less than 1 acre of additional impervious area created), it is anticipated that stormwater detention and permanent water quality BMPs are not required.

Permanent water quality BMPs are not needed.

Coordinate with dry utility companies (gas, power, communications, etc.) to relocate any existing utilities in conflict with the proposed improvements. The actual relocation designs will be performed by the utility owners and billed to the City.

Existing electrical service and site backup power will be sufficient to accommodate the electrical loads of new equipment.

Coordinate Engineering with outside agencies (i.e., San Bernardino County Flood Control District, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by the City.

Dudek will perform the coordination required with outside agencies; however, we do not anticipate permitting application documents and design reviews will be required by San Bernardino County Flood Control District or FEMA as the improvements will be onsite with insignificant impact on drainage and flooding conditions. Dudek assumes RWQCB coordination will not be needed beyond providing a brief project description.

Engineer erosion control plans indicating erosion control minimums to be implemented by the Contractors. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractors.

RWQCB requirements will be addressed with erosion control sheet in the plans and a specification requirement for the contractor to provide a SWPPP or justification if a SWPPP is not needed.

TASK 2.3.1: CONSTRUCTION DOCUMENTS

Prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:

a. Title Sheet
b. General Notes Sheet
c. Existing Conditions Sheet (with identification of available project access and staging areas)
d. Survey Control Sheet
e. Erosion Control Plan
f. Removal Plans
g. Pipe Plans (including foundations, piping, plans and profiles)
h. Connection Piping Details
i. Control System Plans
j. Utility/Power Plans (as necessary)
k. Utility Relocation Plans
l. Site Grading and Drainage Plans
m. Site Security Plans (perimeter fencing and access gates)
n. Detail Sheet (as necessary)
o. Site Restoration Plans
p. Additional plan sheets necessary to create a plan set suitable for bidding and construction

Anticipated drawings are summarized in the table below.

Sheet	Drawing	Title
1	G-1	General - Title Sheet and Location Map
2	G-2	General - Sheet Index, General Notes and Abbreviations
3	G-3	General – Symbols, Pipe and Equipment Schedules
4	G-4	General – Process Flow Diagram and Design Criteria (1 of 2)
5	G-5	General – Process Flow Diagram and Design Criteria (2 of 2)
6	G-5	General – Existing Conditions, Survey Control, and Staging
7	D-1	Demolition – Demolition Removal - Plan

Sheet	Drawing	Title
8	D-2	Demolition – Demolition Removal - Details
9	C-1	Civil – Site Plan
10	C-2	Civil – Grading and Pavement Plan
11	C-3	Civil – Yard Piping Plan
12	C-4	Civil – Details
13	C-5	Civil – Details
14	C-6	Civil – Erosion Control Plan
15	C-7	Civil – Horizontal Control Data Tables
17	SD-1	Structural – General Notes
18	SD-2	Structural – General Notes
19	SD-3	Structural – Special Inspections
20	S-1	Structural – Typical Details - Concrete
21	S-2	Structural – Typical Details - Concrete
22	S-3	Structural – Typical Details – Steel / Miscellaneous Metals
20	S-4	Structural – Typical Details – Steel / Miscellaneous Metals
21	S-5	Structural – Sludge Press Foundation Plan and Framing Plan
22	S-6	Structural – Sludge Press Sections
23	S-4	Structural – Sludge Holding Foundation Plan
24	S-5	Structural – Sludge Holding Sections
25	S-6	Structural – Sludge Feed Pump Station Foundation Plan
26	S-7	Structural – Sludge Feed Pump Station Sections
27	S-8	Structural – Details
28	S-9	Structural – Details
29	S-10	Structural – Details
30	M-1	Mechanical – Key Map and General Notes
31	M-2	Mechanical – Sludge Press Plan
32	M-3	Mechanical – Sludge Press Sections
33	M-4	Mechanical – Sludge Holding Plan
34	M-5	Mechanical – Sludge Holding Sections
35	M-6	Mechanical – Sludge Feed Pump Station Plan
36	M-7	Mechanical – Sludge Feed Pump Station Sections
37	M-8	Mechanical – Details
38	M-9	Mechanical – Details
39	M-10	Mechanical – Details
40	E-1	Symbols/General Notes
41	E-2	P&ID
42	E-3	Site Plan (1 of 2)
43	E-4	Site Plan (2 of 2)
44	E-5	Single Line Diagram and Schedule (1 of 2)
45	E-6	Single Line Diagram and Schedule (2 of 2)
46	E-7	Electrical Details

An updated plant-wide process flow diagram will be prepared. Dudek assumes City staff will provide markups to the 1985 original as-builts indicating any changes made to the WTP since original construction. The updated

process flow diagram will incorporate 2012 Plant Optimization process changes as well as sludge press process upgrades.

Sludge press platform structural design is assumed to completed by the equipment vendor. Note that some sludge press vendors may not have established platform design; therefore, platform design services by Dudek/Kelsey Structural are included as an optional task.

Site Security plans (perimeter fencing and gates improvements) are not included.

New piping diameters are anticipated to be small; therefore, detailed piping profiles are not necessary. New pipe elevations will be identified in civil plan views and mechanical sections.

Prepare detailed specifications for project construction.

Specifications will be prepared in conjunction with Standard Plans for Public Works Construction (Greenbook). Additional special provisions and technical specifications will be prepared for improvements not covered by Greenbook or City Standard Specifications.

Plans and specifications shall be submitted to the City for review and comment at the 30%, 60%, 90%, and final design completion level.

Anticipated plan and specification deliverables for each design level include:

- *30% Submittal will include conceptual layouts for major civil, structural, mechanical, and electrical improvements along with some sections and details as appropriate to establish planned improvement extents and approach for future design submittals. Specifications will not be included with this submittal.*
- *60% Submittal will include substantially completed draft drawings including plans, sections, and key details for each engineering discipline. Details which do not have significant impact on final design will be omitted. Key specifications will be drafted including the Table of Contents, Summary of Work, Maintenance of Plant Operation, Sludge Press Equipment, and Sludge Feed Pumps.*
- *90% Submittal will include a complete draft of the final plans and technical specifications.*
- *100% Submittal will comprise of complete final plans and specifications.*
- *Deliverable Format: All submittals will be in PDF format. Hard copies of the final plans and specs will also be provided.*

Using a bid form prepared in collaboration with the City, prepare a summary of quantities for the final design.

The bid form will be prepared for the 90% and 100% design levels. Dudek assumes no more than 25 bid items will be included on the bid form.

Prepare an engineer's opinion of probable cost at the 30%, 60%, 90%, and final design completion levels.

Itemized EOPC will be prepared for each design level.

Task 3: Project Management and Meetings

The following subtasks provide additional detail on scope items related to Task 3.

Task 3.1: Monthly Invoicing and Billing Reports

Prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.

Task 3.2: Monthly Project Meetings

Attend monthly 90-minute project meetings with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff.

Task 3.3: Design Review Meetings

Attend in-person design review meetings at the project kickoff, 30%, 60%, 90% and final design completion levels. Meeting agendas will be established in collaboration with MUED staff.

The project kickoff meeting will occur under Task 1 on the same date as the site walk. Project update meetings will be attended in person by Project Manager and/or Senior Engineer.

Task 3.4: QA/QC

Quality assurance is a project management responsibility to be conducted in accordance with a specific quality control plan. The Project QA/QC Plan is prepared by the Project Manager, in collaboration with the Quality Control Team, prior to the kick-off meeting. Key elements of our QA/QC Plan include the following:

- *True peer-review based QC process where submittals receive full review*
- *Project quality roles and responsibilities of the project manager, principal in charge, project engineers, and quality control reviewers*
- *Master deliverables list with scheduled submittal dates, review(s) to be performed (i.e. client standards, intra-discipline, inter-discipline, constructability), QC review deadline, and assigned QC reviewer(s)*
- *Submittal quality control review process and documentation requirements*
- *Subconsultant submittal validation procedures.*

EXHIBIT "B"
PROJECT SCHEDULE

[ATTACHED]

Proposed Project Schedule

Figure 4. Proposed Project Schedule

ID	Task Name	Duration	Start
1	**Hinckley WTP Sludge Press**	**180 days**	**Mon 4/25/22**
2	**Phase 1 - Alternatives Evaluation**	**45 days**	**Mon 4/25/22**
3	1.1 Site and Process Assessment	5 days	Mon 4/25/22
4	1.2 Equipment Research	30 days	Mon 4/25/22
5	1.3 Capacity Analysis	30 days	Mon 4/25/22
6	1.4 Access Planning	15 days	Mon 5/16/22
7	1.5 Regulatory Constraints	15 days	Mon 5/16/22
8	1.6 Life Cycle Cost Analysis	5 days	Mon 5/30/22
9	1.7 Tech Memo	35 days	Mon 5/9/22
10	**Phase 2 - Final Design**	**135 days**	**Mon 6/27/22**
11	2.1 Site Survey & Basemap	15 days	Mon 6/27/22
12	2.2 Geotechnical Investigation	15 days	Mon 6/27/22
13	**2.3 Final Engineering**	**120 days**	**Mon 7/18/22**
14	30% PS&E	20 days	Mon 7/18/22
15	City Review	5 days	Mon 8/15/22
16	60% PS&E	30 days	Mon 8/22/22
17	City Review	10 days	Mon 10/3/22
18	90% PS&E	25 days	Mon 10/17/22
19	City Review	5 days	Mon 11/21/22
20	100% PS&E	20 days	Mon 11/28/22
21	City Review	5 days	Mon 12/26/22
22	**Project Management & Administration**	**170 days**	**Fri 4/29/22**
23	Kickoff Meeting & Field Assessment	0 days	Fri 4/29/22
24	Phase 1 Workshop	0 days	Mon 6/20/22
25	30% PS&E Meeting	0 days	Wed 8/17/22
26	60% PS&E Meeting	0 days	Wed 10/12/22
27	90% PS&E Meeting	0 days	Wed 11/23/22
28	100% PS&E Meeting	0 days	Fri 12/23/22

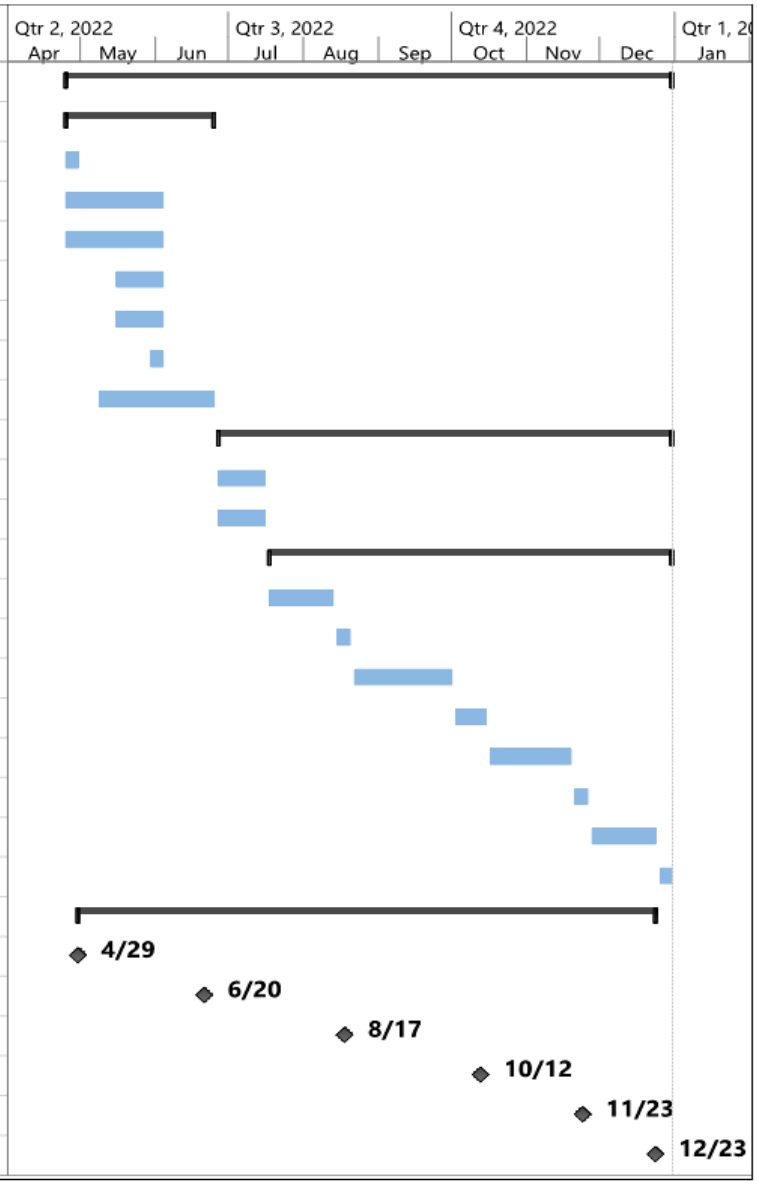


EXHIBIT "C"
COST PROPOSAL

[ATTACHED]

City of Redlands
Hinckley WTP Sludge Press
DUDEK FEE ESTIMATE
3/21/2022

		Dudek Labor Hours and Rates									Subconsultant Fees						
	Project Team Role:	PIC - QA/QC	Project Manager	Senior Engineer	Project Engineer	CAD Designer	Admin				Survey	Geotechnical	Structural	Electrical	Pothole		
	Team Member:	Chuck Greely	Greg Guillen	Brian Robertson	Agata Bugala	Nikki Hunter	Michelle Kinney	TOTAL DUDEK	DUDEK LABOR		GSi	Converse	Kelsey	Rizza	AirX	OTHER DIRECT	
	Billable Rate :	$275	$245	$240	$185	$190	$145	HOURS	COSTS		Fee	Fee	Fee	Fee	Fee	COSTS	TOTAL FEE
Task 1	**Phase 1 - Alternative Evaluation**																
1.1	Site and Process Assessment		8	4	16			28	$	5,880			$700	$800			$ 7,380
1.2	Equipment Research and Installations Visits (2)		16	8	8			32	$	7,320				$800		$ 400	$ 8,520
1.3	Capacity Analysis		4		8			12	$	2,460							$ 2,460
1.4	Foundations and Access			2				2	$	480			$700				$ 1,180
1.5	Regulatory Constraints		4		8			12	$	2,460							$ 2,460
1.6	Life Cycle Cost Analysis		8		16			24	$	4,920							$ 4,920
1.7	Tech Memo / Slide Deck		16	4	40			60	$	12,280							$ 12,280
	Subtotal Task 1		**56**	**18**	**96**			**170**	**$**	**35,800**	**$ -**	**$ -**	**$ 1,400**	**$ 1,600**	**$ -**	**$ 400**	**$ 39,200**
Task 2	**Phase 2 - Final Design**																
2.1	Site Survey, Basemap and Utility Research			1	4	4		9	$	1,740	$11,000		$800		$9,000		$ 22,540
2.2	Geotechnical Investigation			1				1	$	240		$17,000	$400				$ 17,640
2.3.1	30% PS&E		16	40	60	60		176	$	36,020			$8,000	$6,000			$ 50,020
2.3.2	60% PS&E		8	60	80	120		268	$	53,960			$24,000	$10,000			$ 87,960
2.3.3	90% PS&E		8	40	40	80	4	172	$	34,740			$12,000	$6,500			$ 53,240
2.3.4	100% PS&E		8	32	40	40	4	124	$	25,220			$8,000	$4,000		$ 200	$ 37,420
	Subtotal Task 2		**40**	**174**	**224**	**304**	**8**	**750**	**$**	**151,920**	**$ 11,000**	**$ 17,000**	**$ 53,200**	**$ 26,500**	**$ 9,000**	**$ 200**	**$ 268,820**
Task 3	**Project Management**																
3.1	Monthly Invoicing and Billing Reports		12				8	20	$	4,100							$ 4,100
3.2	Monthly Project Meetings		16	16	8			40	$	9,240							$ 9,240
3.3	In-Person Design Review Meetings		30	30	10			70	$	16,400						$ 1,000	$ 17,400
3.4	QA/QC	8						8	$	2,200							$ 2,200
	Subtotal Task 3		**46**	**46**	**18**			**110**	**$**	**25,640**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,000**	**$ 26,640**
	Total Hours and Fee	**8**	**154**	**238**	**338**	**304**	**16**	**1058**	**$**	**219,660**	**$ 11,000**	**$ 17,000**	**$ 54,600**	**$ 28,100**	**$ 9,000**	**$ 1,600**	**$ 340,960**
	Percent of Hours:	*1%*	*15%*	*22%*	*32%*	*29%*	*2%*	*100%*									

Optional Services																	
Task 4																	
4.1	Structural Platform Design			2		2		4	$	860			$13,000				$ 13,860
	Subtotal Task 4			**2**		**2**		4	**$**	**860**	**$ -**	**$ -**	**$ 13,000**	**$ -**	**$ -**	**$ -**	**$ 13,860**
	Total Optional Hours and Fee	**8**		**2**		**2**		**4**	**$**	**860**			**$ 13,000**				**$ 13,860**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

DUDEK

By:_____ Date: _____

Bob Ohlund, P.E., Vice President

"A City That Works"

City Council Meeting **L. 9.**

DATE: 04/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Request to Establish an Enhanced Infrastructure Financing District (EIFD), and Approval of a Letter of Support for Grant Funding (Development Services Director Desatnik)

MOTION:

If the City Council supports the University of Redlands' request for the City to establish an Enhanced Infrastructure Financing District, the following motions are provided.

1. I move to direct staff to work with the University and consultants to prepare the necessary documents and reports to establish an Enhanced Infrastructure Financing District to support the University Village project; and to meet with representatives of the County of San Bernardino to request its participation;

2. I further move to authorize the City Manager to sign and submit a letter of support for grant funding to the University of Redlands.

RECOMMENDATION:

Direct staff to work with the University of Redlands and consultants to prepare the necessary documents and reports to establish an Enhanced Infrastructure Financing District to support the University Village project, and to meet with representatives of the County of San Bernardino to request its participation.

Direct staff and the City Manager to sign and submit a letter of support for grant funding to the University of Redlands.

DISCUSSION:

The President of the University of Redlands, Krista Newkirk, has sent a letter to the City (Attachment A) requesting the creation of an Enhanced Infrastructure Financing District (EIFD) to support the University's University Village development project. Ms. Newkirk, and Mr. Joseph Dieguez, from the consulting firm Kosmont Companies, will provide a presentation to the City Council on the University Village project, the concept of an EIFD, and how an EIFD can assist with the implementation of the University Village project.

An EIFD is based on the principal of Tax Increment Financing, the same principal that was behind redevelopment that existed in California from the early 1950s until it was abolished by the State in 2012. Tax Increment Financing (TIF) works by freezing the assessed valuation of all property within a TIF area, referred to as the Base Year valuation. In years after the Base Year, property tax revenue tied to increases in assessed valuation, resulting from new development or real property transfers, is referred to as Tax Increment. Tax Increment can then be used to fund infrastructure and other public improvements to support additional development. Typically, an agency will issue bonds for the public improvements that are repaid over many years from annual Tax Increment revenue.

The University is requesting that the City establish an EIFD with a funding capacity of approximately $22.5 million over a 50-year period, and that the City allocate 50% of the Tax Increment to the EIFD to finance public improvements that will support the University Village project. The other 50% of the Tax Increment would be distributed to the normal recipients of property tax revenue.

The University is also requesting the City's assistance in approaching the County of San Bernardino for potential partnership in the EIFD.

An additional aspect of the funding plan for the University Village project involves seeking state and federal grant funds. The University and its consultants have researched various congressional and statewide grant opportunities. They have determined that most funding requests of this nature require that non-governmental entities obtain a financial intermediary, typically a local government, to oversee the disbursement and expenditure of state and federal funds. Staff worked with the University and its team to draft the attached letter of support to bolster the eligibility and competitiveness of any grant opportunities that the University may seek. The letter declares the City's intent to support the University, to act as the required financial intermediary, subject to the terms and conditions that may be imposed by different granting agencies and also subject to terms of a funding agreement between the City and University that covers grant requirements as well as indemnifications and financial protections for both parties.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

Fiscal Impact

Discussion:

If the City goes forward with the creation of an EIFD, then a portion of the increased property tax revenue generated from increased property valuations resulting from new development will be allocated to paying for infrastructure improvements. This will not impact current City revenues, only revenue that would result from new development.

Attachments

Letter of Support-University of Redlands

Attachment A: Letter from University of Redlands

City of
REDLANDS
Incorporated 1888
CHARLES M. DUGGAN, JR.
City Manager
35 Cajon Street, Redlands, CA 92373
909-798-7510
cduggan@cityofredlands.org

April 20, 2022

President Krista L. Newkirk, J.D., President
University of Redlands
1200 East Colton Avenue
Redlands, CA 92373-0999

Dear President Newkirk,

In recognition of the transformative potential of the University Village project, the City of Redlands extends its support to the University in serving as a financial intermediary to oversee the expenditure of State or Federal funds should the need arise. The project's "car-light" neighborhood design, robust mix of uses, and transit-oriented theme will provide a valuable asset to the community both at its completion and well into the future.

In consideration of this support, please accept this letter as acknowledgement that the City would be agreeable to serve as a financial intermediary on behalf of the University pursuant to the terms and conditions typical of such arrangements. While at this time, no specific grant program or agency has been identified, the City understands that grant applications and funding requests will vary in terms of requirements and conditions. The City would formalize this funding arrangement with the University in a memorandum of understanding to specifically outline the granting agency's requirements, mutual indemnities and financial protections for all parties.

We respectfully request the University share any notices of award of any governmental grants and the requirements thereof at its earliest convenience. At that time, City and University staff can work together to negotiate and adopt the appropriate memoranda of understanding.

We look forward to working with the University and to the realization of the University Village project.

If you have any questions or would like to discuss with me directly, please feel free to call or email me at (909) 798-7510 or cduggan@cityofredlands.org.

Sincerely,

Charles M. Duggan, Jr., City Manager
City of Redlands

Office of the President

March 31, 2022

Charles M. Duggan, Jr.
City Manager
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

Re: Request for Enhanced Infrastructure Financing District (EIFD) Implementation

Dear Mr. Duggan:

The University of Redlands ("University") is seeking assistance and cooperation from the City of Redlands ("City") to form an Enhanced Infrastructure Financing District ("EIFD") to fund critical infrastructure of significant benefit to our University Village Project ("Project"), the City, and greater County of San Bernardino region. As you know, EIFDs have been successfully used across Southern California to provide funding for needed infrastructure improvements.

The Project is a master-planned, mixed-use development proposed on a 30-acre site located adjacent to the University of Redlands campus on the northern side of the City, surrounding the new Arrow Line rail station. The Project includes approximately 1,050 residential dwelling units, 55,000 square feet of retail and restaurant space, 45,000 square feet of flex/office space, and 70 hotel rooms. Additionally, the Project will provide seven acres of open space amenities including a park and extensions of the Orange Blossom and Zanja trails. University Village will also include affordable housing components, as well as improvements to mitigate stormwater issues affecting the neighborhood.

Key to the Project are housing and transit-supportive infrastructure improvements, including roadway, transit connectivity, stormwater, and other improvements totaling approximately $80 million. The Project team intends to utilize a combination of several public and private funding sources and financing mechanisms as part of its infrastructure funding strategy, including developer equity, EIFD funds, and grants.

The University is requesting City assistance and collaboration in the formation of an EIFD with specific emphasis on the Project to partially fund housing and transit-supportive infrastructure to benefit the surrounding neighborhood and the Redlands community at large. Specifically, the University of Redlands is requesting that the City allocate to the EIFD

50% of the future property tax increment that is generated by the Project for a period of 50 years, consistent with the EIFD statutes. The requested funding would be dedicated to infrastructure and public improvements to be mutually agreed upon by both the City and the University, targeting infrastructure that is of benefit to both the Project and the community at large.

We estimate that this level of EIFD funding capacity will equate to approximately $22.5 million over 50 years on a present-value basis (utilizing a 3% discount rate). At the proposed 50% contribution level, the remaining 50% of tax increment generated by the Project would flow to the City general fund to support general fund solvency and ongoing municipal service costs. These estimates are based on the Project's forecasted assessed value and publicly available property tax rate information. At this point in time, our estimates are preliminary. We are currently working with our development partner to refine the development program.

Additionally, the University is seeking the City's assistance in approaching the County of San Bernardino for potential partnership in the EIFD.

The University is prepared to assist the City with the resources required for implementation of the proposed approach by funding relevant City staff/consultant time or by directly providing professional service support from the University of Redlands, at the City's preference.

At this point, the University is seeking acknowledgment of this letter, as well as direction regarding additional information that may be desired, other contacts to be consulted, and/or next steps for implementation. Our team would welcome the opportunity the discuss this request with the relevant staff and the City Council as soon as is feasible.

We appreciate the City's consideration of this request.

Sincerely,



Krista Newkirk, JD
President