CITY OF REDLANDS

CITY COUNCIL

A G E N D A

FEBRUARY 15, 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, FEBRUARY 15, 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. Conference with labor negotiator - Government Code §54957.6
(Mayor Barich, and Council Member Gallagher)

Agency Negotiators:	Paul Barich, and Mick Gallagher
Employment Organization:	Redlands Professional Firefighters Association (RPFA)

6:00

D. **Reconvene City Council Meeting**

1. 2021 By-District Council Member Election Boundaries Draft Maps Consideration (Mayor to declare meeting open as a public hearing) (Development Services Director Desatnik)

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

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

G. **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.)

H. **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 February1, 2022 (City Clerk Donaldson)

2. Approve Resolution No. 8304 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)

3. Approve Resolution No. 8305 opposing the Taxpayer Protection and Government Accountability Act (Initiative 21-0042 A1) (Assistant City Manager McConnell)

4. Approve a Memorandum of Understanding for Equipment Sharing between the City of Redlands and the Big Bear Fire Authority, a California Joint Powers Authority, doing business as the Big Bear Fire Department, for the loan of an Alternate Transport Vehicle (Interim Fire Chief Sessler)

5. Approve an agreement to transfer a retired Redlands Police dog to Joseph Valdivia (Police Chief Catren)

6. Approve Resolution No. 8300 approving the destruction of certain public records (Police Chief Catren)

7. Approve a request for in-kind support in the amount of $91,943 related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 22, 2022, through April 24, 2022; authorize the sale and consumption of alcoholic beverages at the event; and 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 (Assistant City Manager Boatman)

8. Approve a request for in-kind support in the amount of $32,952 related to The Run Through Redlands event hosted by the Kiwanis Club of Redlands on March 6, 2022; authorize the sale and consumption of alcoholic beverages at the event; and 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 (Assistant City Manager Boatman)

9. Approve price increases from chemical vendors due to a nationwide shortage of water and wastewater treatment process chemicals, and determine that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

10. Approve the purchase of two Cummins portable generators from Cummins Sales and Services in the amount of $174,840.64 and determine that approval of the purchase is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

11. Approve a Second Amendment to the Professional Services Agreement with Krieger & Stewart, Incorporated extending the contract by one year to February 28, 2023 for the provision of wastewater pretreatment program and local limit study consulting services, and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Approve Amendment No. 1 to the Agreement with Raftelis Financial Consultants, Inc. (Municipal Utilities and Engineering Director Harris)

13. Approve Tract No. 18762-2 Final Map prepared and submitted by the San Bernardino County Housing Authority (Municipal Utilities and Engineering Director Harris)

14. Approve Resolution No. 8299 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the proposed Oakmont Park Tributary Rehabilitation Project, and approval of the preliminary project plans and specifications (Municipal Utilities and Engineering Department Director Harris)

15. Approve a Joint Defense/Common Interest and Confidentiality Agreement with Redlands Palm Investments, LLC, Inc. and Diversified Pacific Development Group in connection with a legal challenge to the City's approval of the residential subdivision recently approved for property commonly referred to as the England/Attwood Estate (City Attorney McHugh)

16. Approve City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies (Mayor Barich)

I. **Communications**

1. 2021 Annual Report of the Redlands Police Community Foundation (Police Chief Catren)

2. Presentation by the Redlands Historical Museum Association and request to obtain funding from the City of Redlands for the construction of the Museum of Redlands (Library Director McCue)

3. Discussion and possible action relating to a possible expanded scope and purpose of the Council Ad Hoc Subcommittee originally formed to establish criteria for the renaming of streets (Mayor Pro Tem Tejeda)

J. **New Business**

1. Consideration of adoption of Ordinance No. 2886 adjusting compensation for City Council Members (Mayor Pro Tem Tejeda)

2. Consideration of a recommendation by the Citrus Preservation Commission for the replanting of the Lugonia Grove (Assistant City Manager Boatman)

3. Consideration and possible action for the 2022-2023 Community Development Block Grant Program Year beginning on July 1, 2022, and authorize an additional appropriation in the amount of $15,277.79 for the 2021-2022 Community Development Block Grant Program Year (Development Services Director Desatnik)

4. Approve Parcel Map No. 20185 to subdivide an 8.8 acre parcel located at 301 W, Palm Avenue at the southeast corner of Alvarado Street and Palm Avenue (APN: 0173-231-05-0000) into four (4) parcels, and a Deferred Improvement Agreement. Applicant: Redlands Palm Investment LLC (Municipal Utilities and Engineering Director Harris)

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

L. **Adjournment**
The next regular meeting of the City Council will be held on March 1, 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 **D. 1.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: 2021 By-District Council Member Election Boundaries Draft Maps Consideration (Mayor to declare meeting open as a public hearing) (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 for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.

MOTION(S):

Provide feedback and direction to the demographics' consultant regarding the draft Council Member District Boundary maps and potentially select a final map.

RECOMMENDATION:

Conduct a public hearing, hear the presentation from the redistricting consultant, review draft maps and provide direction as to which map should be included in the ordinance, and receive public comment.

DISCUSSION:

The City Council must adopt, by April 17, 2022, boundaries for all five of the City Council Member Election Districts based on 2020 U.S. Census data so that the five districts are substantially equal in population and comply with Federal and State laws with regard to drawing district election boundaries.

The City Council conducted two initial hearings on September 21, 2022 and September 30, 2022. At the September 30 hearing, the City Council received public comment and provided direction to the City's consultant, National Demographics Corporation (NDC), on the redistricting process.

On January 18, 2022, a public hearing was conducted to receive the presentation of the current district draft map (Attachment A - Exiting Districts) with the updated 2020 - U.S. Census data and adjustments for prison counts from NDC (Attachment B - Map 101). The City Council directed NDC to update a prior map, referred to as M3C2, from the original 2017 By-District Election process with current U.S. Census data (Attachment C - Map 102 & Attachment D - 102b) and to revise the current district draft map to reduce the 3.6% deviation (Attachment E - Map 103). NDC created a total of four draft maps for consideration, named Map 101, Map 102, Map 102b, and Map 103.

As of January 31, 2022, a total of two draft maps were received from the public for consideration, referred to a Public Map 1 (Attachment F) and Public Map 2 (Attachment G). All draft map submittals from the public and NDC were published to the redistricting website on February 1, 2022, and have been reviewed for compliance with Federal and State law including the Voting Rights Act and the Fair And Inclusive Redistricting And Political Subdivisions (FAIR MAPS) Act.

Next Steps:

If the Council selects a final map, the ordinance introduction will be on March 1, 2022, and final adoption on March 15, 2022. If Council does not select a final map, the above schedule will shift by two weeks with the next public hearing on March 1, 2022, to select the final map.

Final adoption must occur by April 17, 2022.

ALTERNATIVES:

Council Members can consider alternative maps, request revisions or select one of the draft maps presented as the final map and proceed to ordinance introduction and adoption.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Brian Desatnik, Director of Development Services

Fiscal Impact

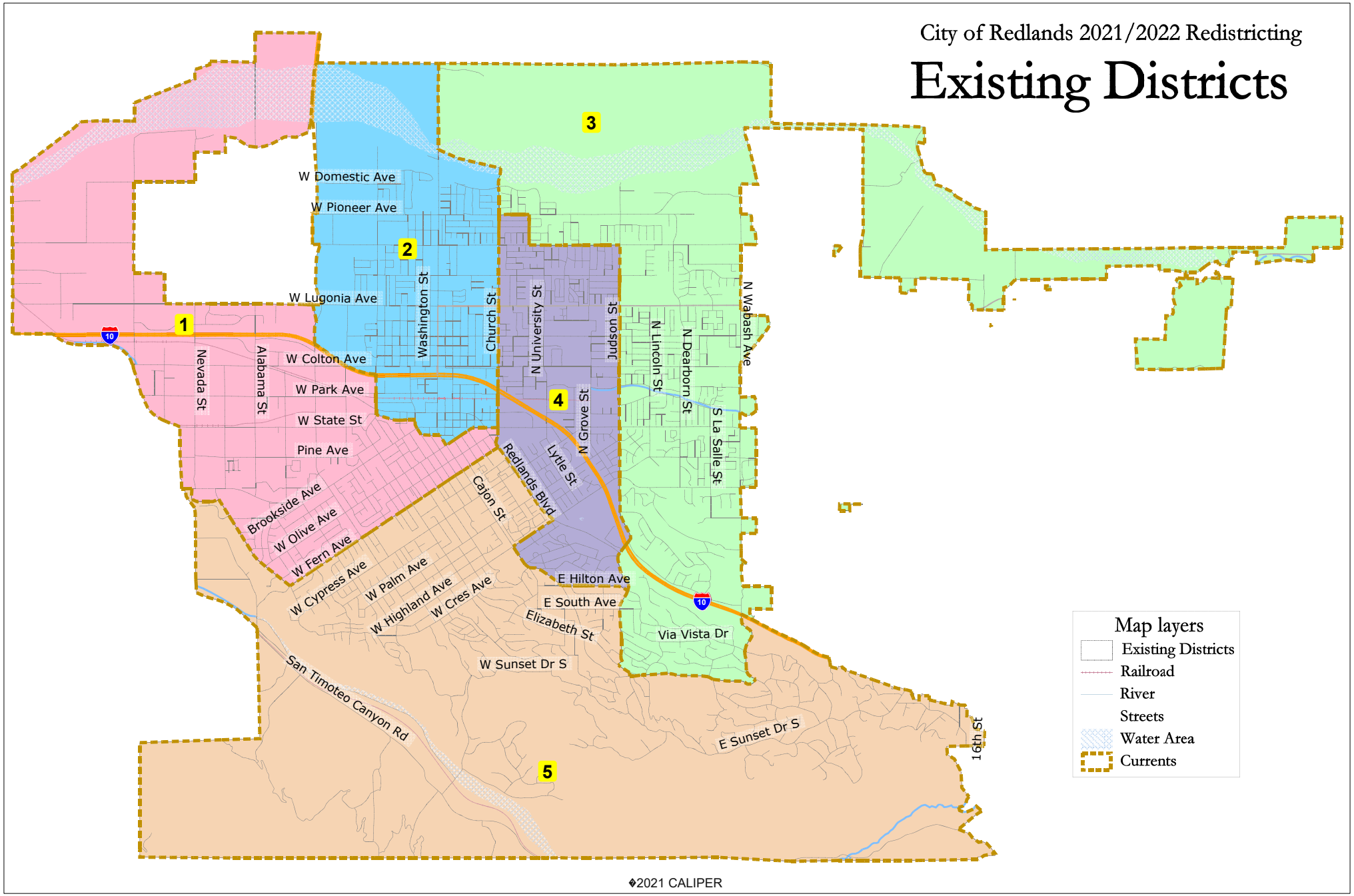
Fiscal Year:	2022-23
Revenue Generating:	No
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

There is no additional fiscal impact with the approval of this item.

Attachments

Attachment A - Existing Districts
Attachment B - Map 101
Attachment C - Map 102
Attachment D - Map 102b
Attachment E - Map 103
Attachment F - Public Map 1
Attachment G - Public Map 2
Attachment H - Public Hearing Notice
Attachment I - PPT Presentation


City of Redlands 2021/2022 Redistricting
Existing Districts
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
W Sunset Dr S
E Sunset Dr S
Via Vista Dr
San Timoteo Canyon Rd
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Grove St
Lytle St
Redlands Blvd
Cajon St
N Lincoln St
N Dearborn St
S La Salle St
N Wabash Ave
16th St
Map layers
Existing Districts
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Existing Districts							
District		1	2	3	4	5	Total
	Total Pop	14,749	14,730	14,713	14,332	14,861	73,385
	Deviation from ideal	72	53	36	-345	184	529
	% Deviation	0.49%	0.36%	0.25%	-2.35%	1.25%	3.60%
Total Pop	% Hisp	31.0%	61%	28%	39%	18%	35%
	% NH White	46%	17%	53%	43%	65%	45%
	% NH Black	7%	8%	4%	7%	2%	5%
	% Asian-American	12%	11%	12%	8%	10%	11%
Citizen Voting Age Pop	Total	9,871	9,527	11,071	10,679	10,756	51,905
	% Hisp	29%	50%	24%	32%	14%	29%
	% NH White	56%	32%	60%	54%	77%	56%
	% NH Black	8%	7%	3%	8%	2%	5%
	% Asian/Pac.Isl.	6%	11%	11%	6%	6%	8%
Voter Registration (Nov 2020)	Total	7,937	7,824	10,407	8,018	11,213	45,399
	% Latino est.	23%	54%	22%	29%	13%	27%
	% Spanish-Surnamed	21%	49%	20%	27%	12%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	65%	34%	71%	62%	80%	64%
	% NH Black	8%	9%	3%	6%	2%	5%
Voter Turnout (Nov 2020)	Total	6,498	5,541	9,050	6,501	9,937	37,527
	% Latino est.	22%	52%	21%	28%	12%	24%
	% Spanish-Surnamed	20%	48%	19%	26%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	2%	3%	1%	1%	1%	1%
	% NH White est.	66%	36%	72%	63%	81%	67%
	% NH Black	8%	8%	3%	6%	2%	5%
Voter Turnout (Nov 2018)	Total	4,483	3,419	6,617	4,528	7,749	26,796
	% Latino est.	17%	50%	18%	22%	9%	20%
	% Spanish-Surnamed	16%	47%	17%	21%	9%	19%
	% Asian-Surnamed	2%	2%	3%	2%	4%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	71%	37%	75%	68%	85%	71%
	% NH Black est.	7%	8%	3%	6%	1%	4%
ACS Pop. Est.	Total	13,388	14,730	14,637	14,718	14,012	71,485
Age	age0-19	22%	26%	26%	29%	23%	25%
	age20-60	55%	55%	51%	52%	46%	52%
	age60plus	23%	19%	23%	19%	31%	23%
Immigration	immigrants	15%	23%	10%	13%	10%	14%
	naturalized	54%	47%	83%	63%	77%	61%
Language spoken at home	english	73%	58%	78%	77%	85%	74%
	spanish	15%	33%	12%	16%	8%	17%
	asian-lang	6%	7%	5%	4%	4%	5%
	other lang	6%	2%	5%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	16%	5%	6%	4%	8%
Education (among those age 25+)	hs-grad	37%	46%	36%	45%	29%	38%
	bachelor	24%	15%	24%	23%	27%	23%
	graduatedegree	19%	7%	22%	15%	31%	19%
Child in Household	child-under18	26%	38%	36%	33%	28%	32%
Pct of Pop. Age 16+	employed	64%	59%	62%	59%	59%	60%
Household Income	income 0-25k	18%	26%	10%	19%	10%	16%
	income 25-50k	24%	19%	15%	20%	13%	18%
	income 50-75k	15%	16%	15%	19%	12%	15%
	income 75-200k	36%	35%	47%	31%	44%	39%
	income 200k-plus	6%	4%	14%	11%	21%	11%
Housing Stats	single family	41%	71%	93%	76%	89%	73%
	multi-family	59%	29%	7%	24%	11%	27%
	rented	68%	46%	18%	44%	20%	39%
	owned	32%	54%	82%	56%	80%	61%

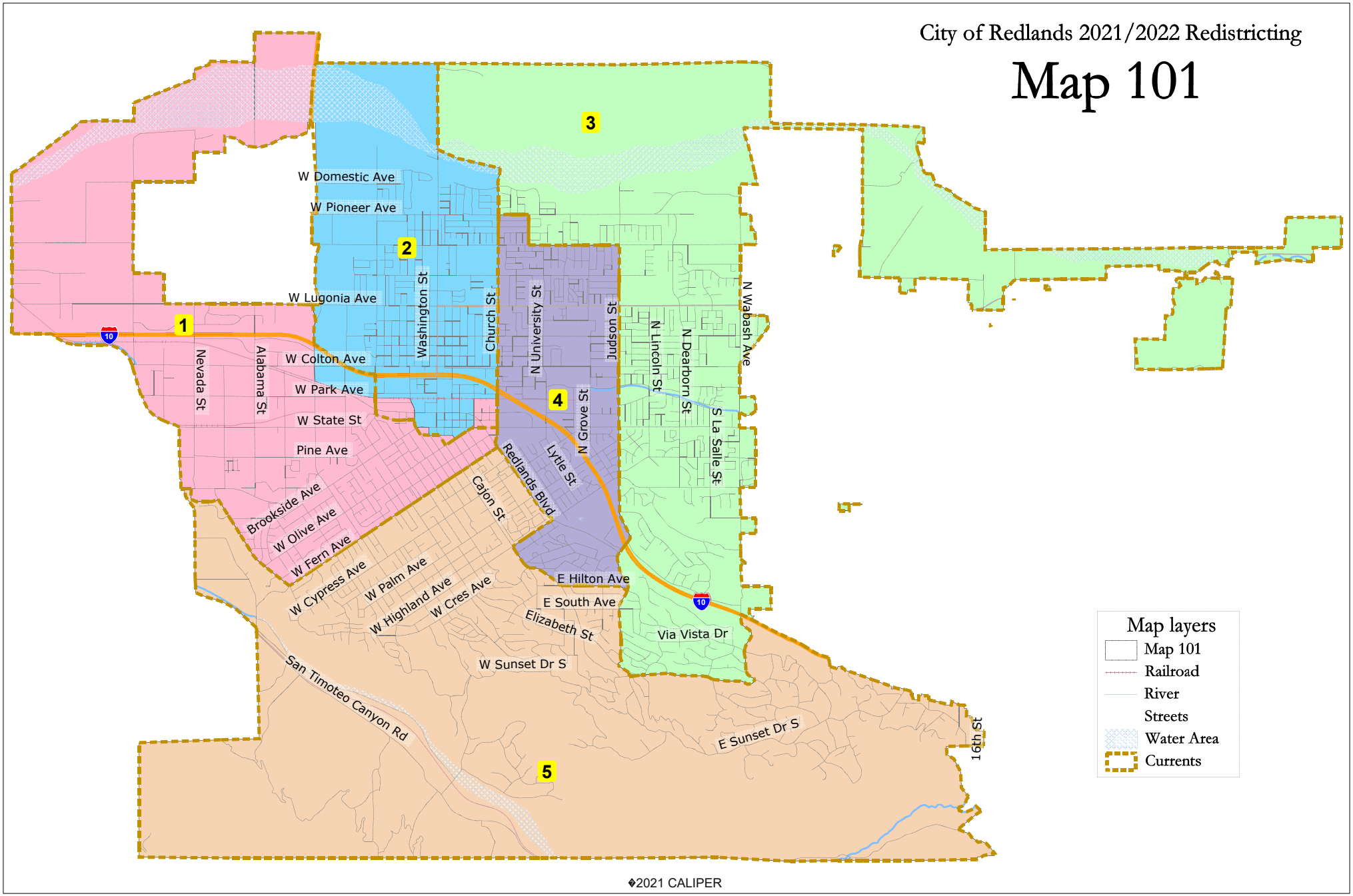
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

City of Redlands 2021/2022 Redistricting

Map 101



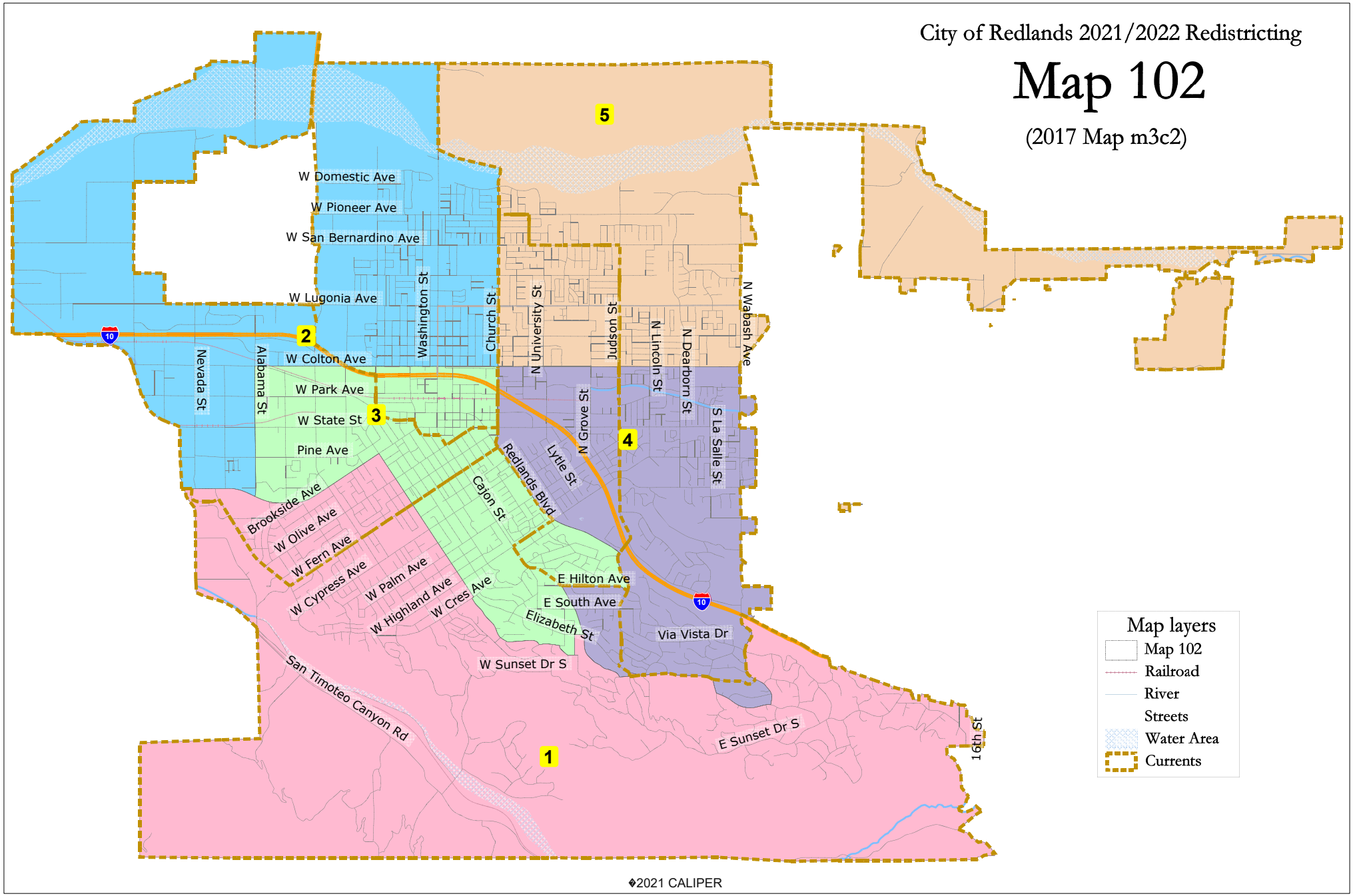
©2021 CALIPER

Map 101							
District		1	2	3	4	5	Total
	Total Pop	14,898	14,581	14,713	14,332	14,861	73,385
	Deviation from ideal	221	-96	36	-345	184	566
	% Deviation	1.51%	-0.65%	0.25%	-2.35%	1.25%	3.86%
Total Pop	% Hisp	31.0%	61%	28%	39%	18%	35%
	% NH White	46%	17%	53%	43%	65%	45%
	% NH Black	7%	8%	4%	7%	2%	5%
	% Asian-American	12%	11%	12%	8%	10%	11%
Citizen Voting Age Pop	Total	9,969	9,429	11,071	10,679	10,756	51,905
	% Hisp	29%	50%	24%	32%	14%	29%
	% NH White	56%	31%	60%	54%	77%	56%
	% NH Black	8%	7%	3%	8%	2%	5%
	% Asian/Pac.Isl.	6%	11%	11%	6%	6%	8%
Voter Registration (Nov 2020)	Total	8,046	7,715	10,407	8,018	11,213	45,399
	% Latino est.	23%	54%	22%	29%	13%	27%
	% Spanish-Surnamed	22%	50%	20%	27%	12%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	65%	34%	71%	62%	80%	64%
	% NH Black	8%	9%	3%	6%	2%	5%
Voter Turnout (Nov 2020)	Total	6,577	5,462	9,050	6,501	9,937	37,527
	% Latino est.	22%	52%	21%	28%	12%	24%
	% Spanish-Surnamed	21%	48%	19%	26%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	66%	36%	72%	63%	81%	67%
	% NH Black	8%	8%	3%	6%	2%	5%
Voter Turnout (Nov 2018)	Total	4,533	3,369	6,617	4,528	7,749	26,796
	% Latino est.	17%	50%	18%	22%	9%	20%
	% Spanish-Surnamed	17%	47%	17%	21%	9%	19%
	% Asian-Surnamed	2%	2%	3%	2%	4%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	71%	36%	75%	68%	85%	71%
	% NH Black est.	7%	9%	3%	6%	1%	4%
ACS Pop. Est.	Total	13,525	14,593	14,637	14,718	14,012	71,485
Age	age0-19	21%	26%	26%	29%	23%	25%
	age20-60	56%	55%	51%	52%	46%	52%
	age60plus	23%	19%	23%	19%	31%	23%
Immigration	immigrants	15%	23%	10%	13%	10%	14%
	naturalized	54%	47%	83%	63%	77%	61%
Language spoken at home	english	73%	57%	78%	77%	85%	74%
	spanish	15%	33%	12%	16%	8%	17%
	asian-lang	6%	7%	5%	4%	4%	5%
	other lang	6%	2%	5%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	17%	5%	6%	4%	8%
Education (among those age 25+)	hs-grad	37%	46%	36%	45%	29%	38%
	bachelor	24%	15%	24%	23%	27%	23%
	graduatedegree	20%	7%	22%	15%	31%	19%
Child in Household	child-under18	26%	38%	36%	33%	28%	32%
Pct of Pop. Age 16+	employed	64%	59%	62%	59%	59%	60%
Household Income	income 0-25k	18%	26%	10%	19%	10%	16%
	income 25-50k	24%	19%	15%	20%	13%	18%
	income 50-75k	15%	16%	15%	19%	12%	15%
	income 75-200k	37%	35%	47%	31%	44%	39%
	income 200k-plus	6%	4%	14%	11%	21%	11%
Housing Stats	single family	41%	71%	93%	76%	89%	73%
	multi-family	59%	29%	7%	24%	11%	27%
	rented	68%	46%	18%	44%	20%	39%
	owned	32%	54%	82%	56%	80%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

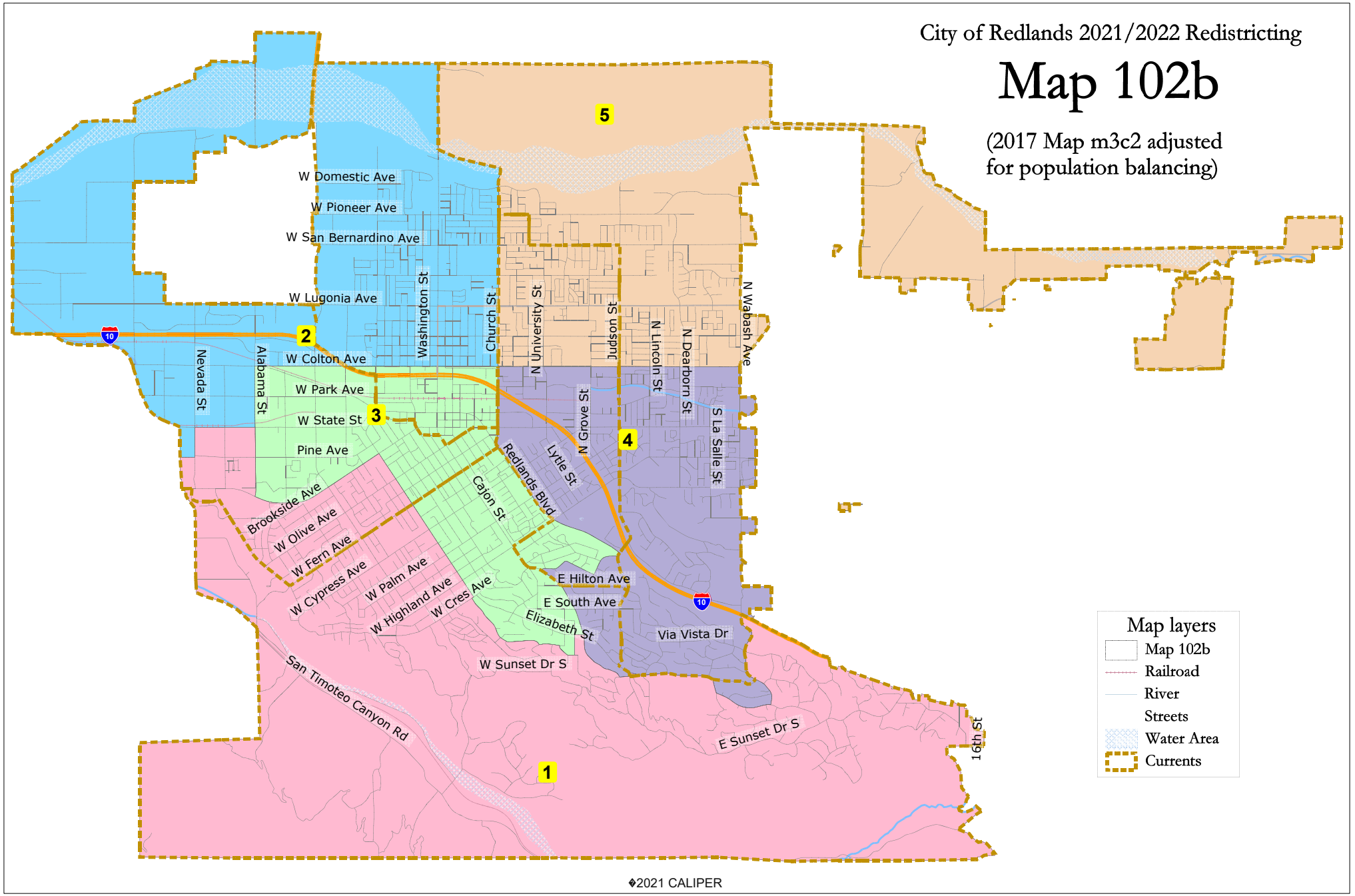

City of Redlands 2021/2022 Redistricting
Map 102
(2017 Map m3c2)
5
2
3
4
1
W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
W Sunset Dr S
E Sunset Dr S
Via Vista Dr
San Timoteo Canyon Rd
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
N Grove St
Lytle St
Redlands Blvd
Cajon St
S La Salle St
16th St
Map layers
Map 102
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Map 102							
District		1	2	3	4	5	Total
	Total Pop	14,165	15,233	14,895	14,357	14,735	73,385
	Deviation from ideal	-512	556	218	-320	58	1,068
	% Deviation	-3.49%	3.79%	1.49%	-2.18%	0.40%	7.28%
Total Pop	% Hisp	19.6%	59%	30%	30%	36%	35%
	% NH White	61%	19%	51%	54%	43%	45%
	% NH Black	3%	8%	6%	5%	5%	5%
	% Asian-American	13%	12%	9%	8%	12%	11%
Citizen Voting Age Pop	Total	10,455	9,422	10,274	11,282	10,472	51,905
	% Hisp	18%	48%	25%	24%	33%	29%
	% NH White	72%	32%	61%	61%	54%	56%
	% NH Black	3%	8%	7%	6%	4%	5%
	% Asian/Pac.Isl.	5%	11%	7%	7%	9%	8%
Voter Registration (Nov 2020)	Total	10,031	8,131	8,692	9,820	8,725	45,399
	% Latino est.	14%	52%	21%	20%	31%	27%
	% Spanish-Surnamed	13%	47%	19%	19%	28%	25%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	78%	35%	69%	71%	63%	64%
	% NH Black	2%	9%	7%	5%	3%	5%
Voter Turnout (Nov 2020)	Total	8,859	5,821	7,158	8,388	7,301	37,527
	% Latino est.	14%	50%	19%	18%	29%	24%
	% Spanish-Surnamed	13%	46%	18%	17%	27%	23%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	79%	37%	71%	73%	64%	67%
	% NH Black	2%	9%	6%	5%	3%	5%
Voter Turnout (Nov 2018)	Total	6,831	3,578	5,162	6,262	4,963	26,796
	% Latino est.	11%	48%	15%	15%	25%	20%
	% Spanish-Surnamed	10%	45%	14%	15%	23%	19%
	% Asian-Surnamed	4%	2%	2%	3%	3%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	83%	38%	75%	76%	68%	71%
	% NH Black est.	2%	9%	6%	5%	3%	4%
ACS Pop. Est.	Total	13,875	14,708	13,546	15,310	14,046	71,485
Age	age0-19	23%	26%	21%	27%	28%	25%
	age20-60	48%	55%	54%	48%	55%	52%
	age60plus	29%	19%	25%	25%	17%	23%
Immigration	immigrants	11%	23%	13%	10%	13%	14%
	naturalized	71%	48%	55%	71%	73%	61%
Language spoken at home	english	81%	58%	77%	82%	73%	74%
	spanish	10%	32%	14%	11%	17%	17%
	asian-lang	6%	7%	4%	3%	5%	5%
	other lang	3%	3%	5%	4%	5%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	16%	6%	4%	8%	8%
Education (among those age 25+)	hs-grad	32%	45%	35%	41%	38%	38%
	bachelor	25%	16%	25%	21%	27%	23%
	graduatedegree	25%	8%	24%	21%	17%	19%
Child in Household	child-under18	30%	38%	24%	34%	36%	32%
Pct of Pop. Age 16+	employed	59%	59%	64%	58%	63%	60%
Household Income	income 0-25k	9%	26%	19%	14%	14%	16%
	income 25-50k	14%	18%	23%	17%	18%	18%
	income 50-75k	15%	16%	13%	15%	19%	15%
	income 75-200k	45%	36%	36%	42%	36%	39%
	income 200k-plus	18%	4%	9%	12%	13%	11%
Housing Stats	single family	86%	68%	48%	82%	87%	73%
	multi-family	14%	32%	52%	18%	13%	27%
	rented	22%	48%	62%	28%	33%	39%
	owned	78%	52%	38%	72%	67%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

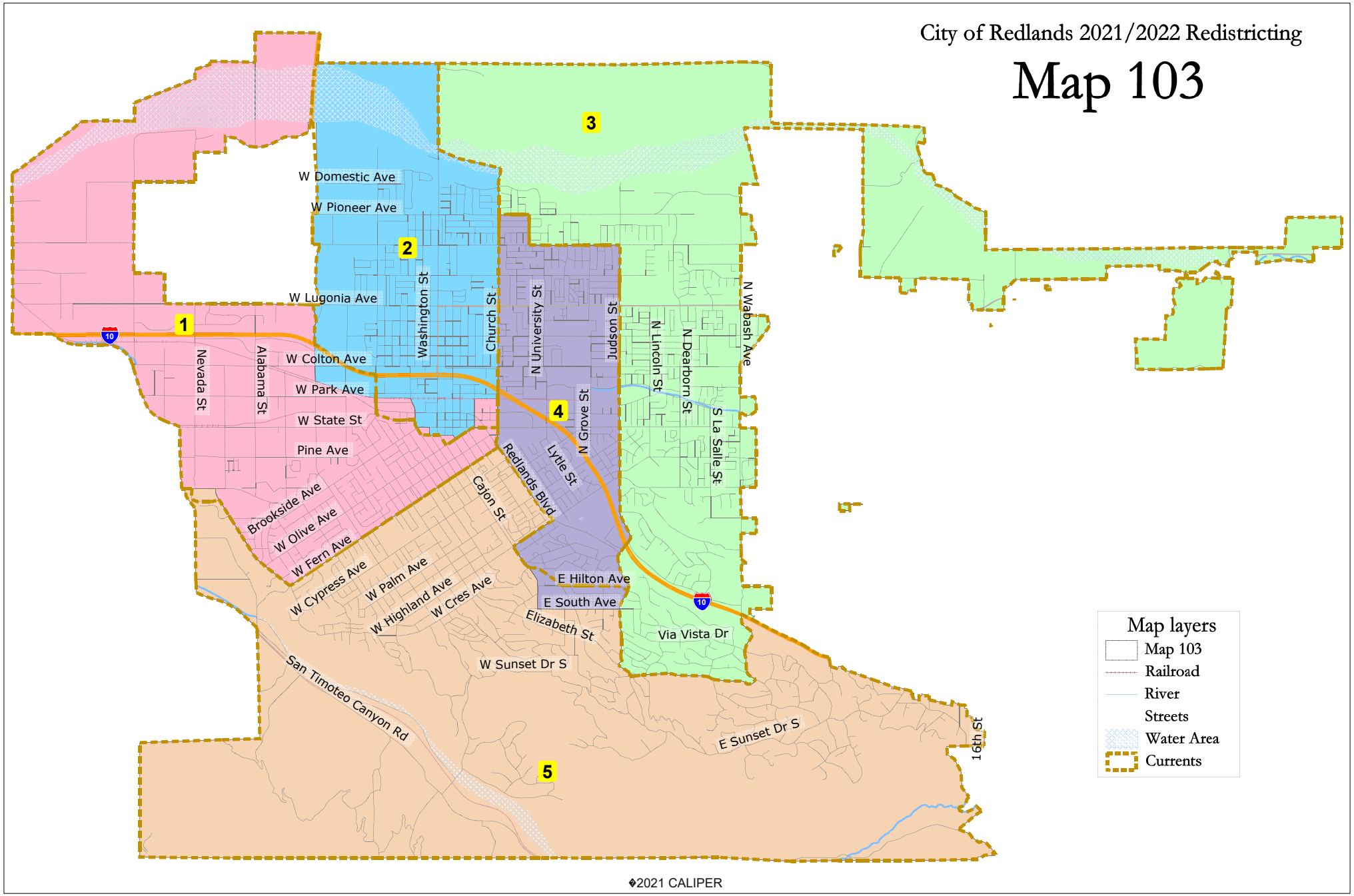

City of Redlands 2021/2022 Redistricting
Map 102b
(2017 Map m3c2 adjusted for population balancing)
5
2
3
4
1
W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
N Grove St
Lytle St
Redlands Blvd
Cajon St
S La Salle St
Map layers
Map 102b
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

102b							
District		1	2	3	4	5	Total
	Total Pop	14,777	14,621	14,602	14,650	14,735	73,385
	Deviation from ideal	100	-56	-75	-27	58	175
	% Deviation	0.68%	-0.38%	-0.51%	-0.18%	0.40%	1.19%
Total Pop	% Hisp	20.1%	60%	30%	30%	36%	35%
	% NH White	60%	18%	51%	54%	43%	45%
	% NH Black	3%	8%	6%	5%	5%	5%
	% Asian-American	13%	11%	9%	8%	12%	11%
Citizen Voting Age Pop	Total	10,731	9,146	10,025	11,531	10,472	51,905
	% Hisp	19%	49%	26%	23%	33%	29%
	% NH White	71%	32%	61%	61%	54%	56%
	% NH Black	3%	8%	7%	6%	4%	5%
	% Asian/Pac.Isl.	5%	11%	6%	7%	9%	8%
Voter Registration (Nov 2020)	Total	10,363	7,799	8,457	10,055	8,725	45,399
	% Latino est.	15%	53%	21%	20%	31%	27%
	% Spanish-Surnamed	14%	48%	20%	18%	28%	25%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	77%	35%	69%	72%	63%	64%
	% NH Black	2%	9%	7%	5%	3%	5%
Voter Turnout (Nov 2020)	Total	9,126	5,554	6,942	8,604	7,301	37,527
	% Latino est.	14%	51%	19%	18%	29%	24%
	% Spanish-Surnamed	13%	47%	18%	17%	27%	23%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	78%	36%	71%	73%	64%	67%
	% NH Black	2%	9%	6%	5%	3%	5%
Voter Turnout (Nov 2018)	Total	6,984	3,425	4,976	6,448	4,963	26,796
	% Latino est.	11%	49%	15%	15%	25%	20%
	% Spanish-Surnamed	11%	46%	14%	14%	23%	19%
	% Asian-Surnamed	4%	2%	3%	3%	3%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	82%	37%	75%	77%	68%	71%
	% NH Black est.	2%	9%	6%	5%	3%	4%
ACS Pop. Est.	Total	14,234	14,349	13,220	15,636	14,046	71,485
Age	age0-19	23%	27%	21%	27%	28%	25%
	age20-60	48%	54%	54%	48%	55%	52%
	age60plus	29%	19%	25%	25%	17%	23%
Immigration	immigrants	12%	23%	14%	10%	13%	14%
	naturalized	70%	48%	55%	71%	73%	61%
Language spoken at home	english	81%	58%	77%	82%	73%	74%
	spanish	10%	32%	14%	11%	17%	17%
	asian-lang	6%	7%	4%	4%	5%	5%
	other lang	4%	3%	5%	4%	5%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	16%	6%	4%	8%	8%
Education (among those age 25+)	hs-grad	32%	45%	35%	41%	38%	38%
	bachelor	25%	16%	25%	21%	27%	23%
	graduatedegree	25%	7%	24%	21%	17%	19%
Child in Household	child-under18	30%	38%	24%	34%	36%	32%
Pct of Pop. Age 16+	employed	59%	59%	64%	58%	63%	60%
Household Income	income 0-25k	9%	26%	19%	14%	14%	16%
	income 25-50k	14%	18%	24%	17%	18%	18%
	income 50-75k	14%	16%	13%	15%	19%	15%
	income 75-200k	45%	36%	36%	42%	36%	39%
	income 200k-plus	18%	4%	9%	12%	13%	11%
Housing Stats	single family	85%	69%	47%	83%	87%	73%
	multi-family	15%	31%	53%	17%	13%	27%
	rented	23%	47%	63%	28%	33%	39%
	owned	77%	53%	37%	72%	67%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

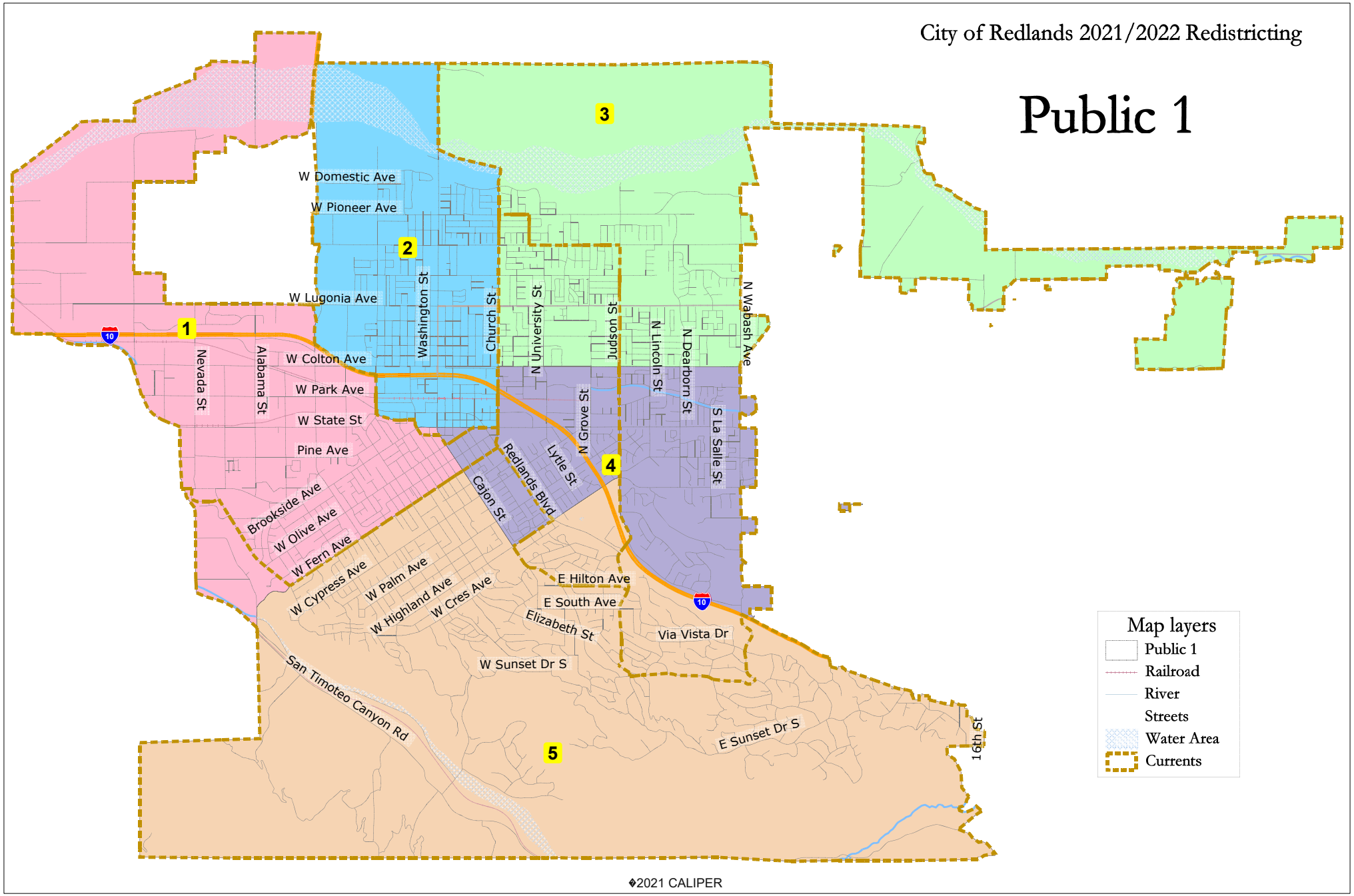

City of Redlands 2021/2022 Redistricting
Map 103
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Grove St
Lytle St
Redlands Blvd
Cajon St
N Lincoln St
N Dearborn St
S La Salle St
N Wabash Ave
Map layers
Map 103
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Map 103							
District		1	2	3	4	5	Total
	Total Pop	14,605	14,581	14,713	14,815	14,671	73,385
	Deviation from ideal	-72	-96	36	138	-6	234
	% Deviation	-0.49%	-0.65%	0.25%	0.94%	-0.04%	1.59%
Total Pop	% Hisp	31.5%	61%	28%	38%	18%	35%
	% NH White	46%	17%	53%	44%	65%	45%
	% NH Black	7%	8%	4%	6%	2%	5%
	% Asian-American	12%	11%	12%	8%	10%	11%
Citizen Voting Age Pop	Total	9,760	9,429	11,071	11,053	10,592	51,905
	% Hisp	29%	50%	24%	31%	14%	29%
	% NH White	56%	31%	60%	55%	77%	56%
	% NH Black	8%	7%	3%	7%	2%	5%
	% Asian/Pac.Isl.	6%	11%	11%	6%	6%	8%
Voter Registration (Nov 2020)	Total	7,947	7,715	10,407	8,407	10,923	45,399
	% Latino est.	24%	54%	22%	28%	13%	27%
	% Spanish-Surnamed	22%	50%	20%	26%	12%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	64%	34%	71%	63%	80%	64%
	% NH Black	8%	9%	3%	6%	2%	5%
Voter Turnout (Nov 2020)	Total	6,501	5,462	9,050	6,861	9,653	37,527
	% Latino est.	22%	52%	21%	27%	12%	24%
	% Spanish-Surnamed	21%	48%	19%	25%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	65%	36%	72%	65%	81%	67%
	% NH Black	8%	8%	3%	6%	1%	5%
Voter Turnout (Nov 2018)	Total	4,485	3,369	6,617	4,789	7,536	26,796
	% Latino est.	18%	50%	18%	21%	9%	20%
	% Spanish-Surnamed	17%	47%	17%	20%	9%	19%
	% Asian-Surnamed	2%	2%	3%	2%	4%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	71%	36%	75%	69%	84%	71%
	% NH Black est.	7%	9%	3%	6%	1%	4%
ACS Pop. Est.	Total	13,304	14,593	14,637	15,217	13,734	71,485
Age	age0-19	22%	26%	26%	29%	23%	25%
	age20-60	55%	55%	51%	51%	47%	52%
	age60plus	23%	19%	23%	20%	31%	23%
Immigration	immigrants	15%	23%	10%	13%	10%	14%
	naturalized	54%	47%	83%	64%	77%	61%
Language spoken at home	english	73%	57%	78%	77%	85%	74%
	spanish	16%	33%	12%	16%	8%	17%
	asian-lang	5%	7%	5%	4%	4%	5%
	other lang	6%	2%	5%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	17%	5%	6%	4%	8%
Education (among those age 25+)	hs-grad	37%	46%	36%	44%	29%	38%
	bachelor	24%	15%	24%	23%	27%	23%
	graduatedegree	20%	7%	22%	16%	30%	19%
Child in Household	child-under18	26%	38%	36%	33%	27%	32%
Pct of Pop. Age 16+	employed	64%	59%	62%	58%	60%	60%
Household Income	income 0-25k	18%	26%	10%	18%	10%	16%
	income 25-50k	24%	19%	15%	20%	14%	18%
	income 50-75k	15%	16%	15%	19%	12%	15%
	income 75-200k	37%	35%	47%	31%	44%	39%
	income 200k-plus	6%	4%	14%	11%	20%	11%
Housing Stats	single family	41%	71%	93%	77%	87%	73%
	multi-family	59%	29%	7%	23%	13%	27%
	rented	67%	46%	18%	43%	22%	39%
	owned	33%	54%	82%	57%	78%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

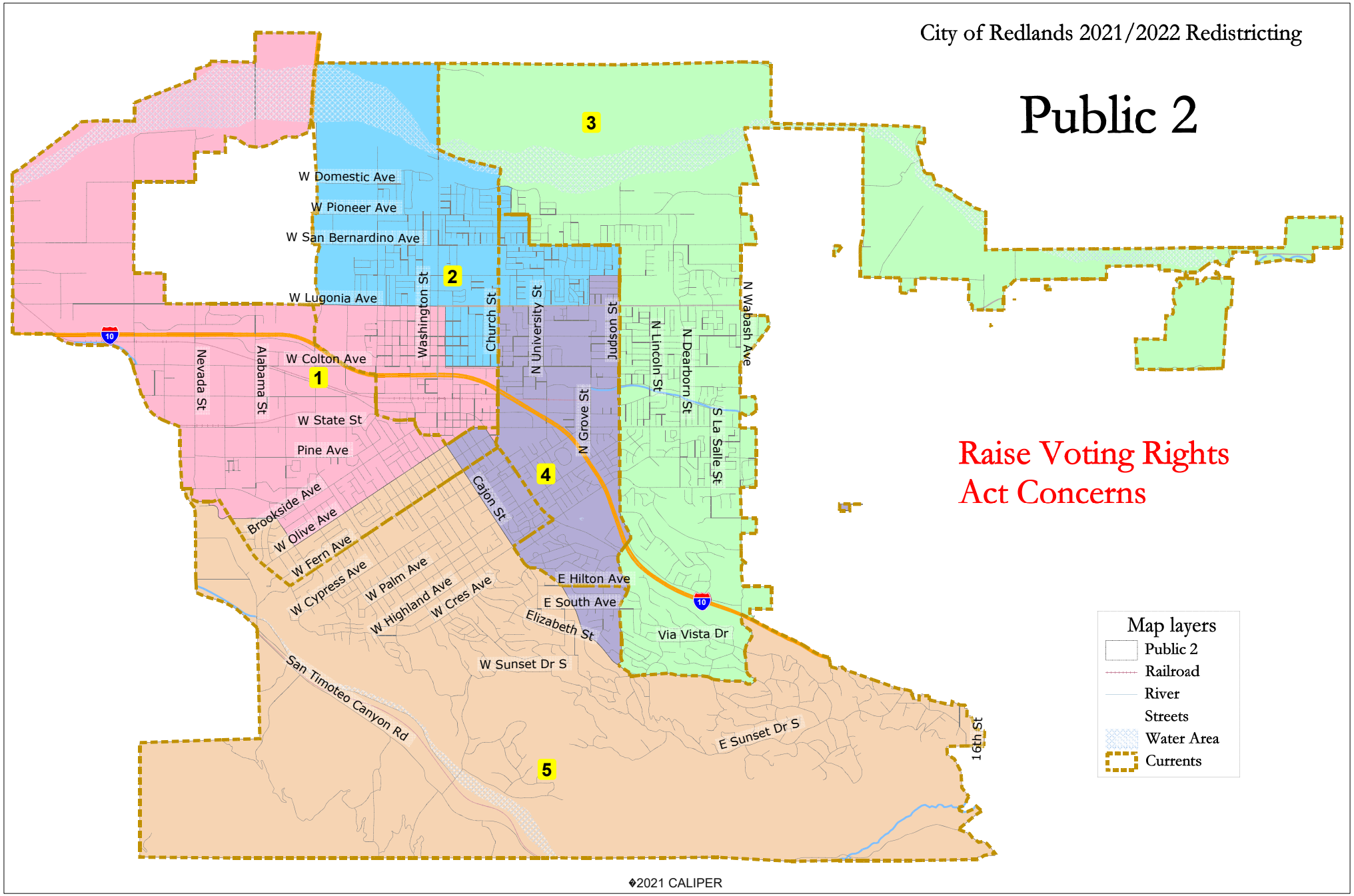

City of Redlands 2021/2022 Redistricting
Public 1
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
N Grove St
Lytle St
Redlands Blvd
Cajon St
S La Salle St
Map layers
Public 1
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Public 1							
District		1	2	3	4	5	Total
	Total Pop	14,383	14,690	14,735	14,679	14,898	73,385
	Deviation from ideal	-294	13	58	2	221	515
	% Deviation	-2.00%	0.09%	0.40%	0.01%	1.51%	3.51%
Total Pop	% Hisp	30.9%	61%	36%	31%	17%	35%
	% NH White	46%	17%	43%	52%	66%	45%
	% NH Black	7%	8%	5%	5%	2%	5%
	% Asian-American	12%	11%	12%	8%	11%	11%
Citizen Voting Age Pop	Total	9,794	9,502	10,472	11,055	11,081	51,905
	% Hisp	29%	50%	33%	25%	12%	29%
	% NH White	56%	32%	54%	60%	77%	56%
	% NH Black	8%	7%	4%	7%	2%	5%
	% Asian/Pac.Isl.	6%	11%	9%	6%	8%	8%
Voter Registration (Nov 2020)	Total	7,819	7,811	8,725	9,367	11,677	45,399
	% Latino est.	23%	54%	31%	22%	12%	27%
	% Spanish-Surnamed	21%	49%	28%	20%	11%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	2%	1%	1%	1%
	% NH White est.	65%	34%	63%	69%	82%	64%
	% NH Black	8%	9%	3%	6%	1%	5%
Voter Turnout (Nov 2020)	Total	6,418	5,535	7,301	7,823	10,450	37,527
	% Latino est.	22%	52%	29%	20%	11%	24%
	% Spanish-Surnamed	20%	48%	27%	19%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	2%	3%	2%	1%	1%	1%
	% NH White est.	66%	36%	64%	70%	82%	67%
	% NH Black	8%	8%	3%	6%	1%	5%
Voter Turnout (Nov 2018)	Total	4,464	3,411	4,963	5,704	8,254	26,796
	% Latino est.	17%	50%	25%	16%	9%	20%
	% Spanish-Surnamed	16%	47%	23%	16%	9%	19%
	% Asian-Surnamed	3%	2%	3%	2%	4%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	71%	37%	68%	74%	85%	71%
	% NH Black est.	7%	9%	3%	6%	1%	4%
ACS Pop. Est.	Total	13,311	14,690	14,046	14,669	14,769	71,485
Age	age0-19	22%	26%	28%	25%	25%	25%
	age20-60	55%	55%	55%	50%	45%	52%
	age60plus	24%	19%	17%	25%	30%	23%
Immigration	immigrants	15%	23%	13%	9%	11%	14%
	naturalized	53%	47%	73%	68%	79%	61%
Language spoken at home	english	73%	58%	73%	81%	85%	74%
	spanish	15%	33%	17%	13%	7%	17%
	asian-lang	6%	7%	5%	3%	5%	5%
	other lang	6%	2%	5%	3%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	16%	8%	5%	4%	8%
Education (among those age 25+)	hs-grad	37%	46%	38%	44%	27%	38%
	bachelor	24%	15%	27%	20%	27%	23%
	graduatedegree	19%	7%	17%	18%	34%	19%
Child in Household	child-under18	26%	38%	36%	30%	32%	32%
Pct of Pop. Age 16+	employed	63%	59%	63%	60%	58%	60%
Household Income	income 0-25k	18%	26%	14%	16%	8%	16%
	income 25-50k	24%	19%	18%	18%	12%	18%
	income 50-75k	16%	16%	19%	16%	11%	15%
	income 75-200k	37%	35%	36%	42%	44%	39%
	income 200k-plus	6%	4%	13%	8%	24%	11%
Housing Stats	single family	42%	71%	87%	71%	98%	73%
	multi-family	58%	29%	13%	29%	2%	27%
	rented	66%	46%	33%	41%	10%	39%
	owned	34%	54%	67%	59%	90%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.


City of Redlands 2021/2022 Redistricting
Public 2
Raise Voting Rights Act Concerns
1
2
3
4
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W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Grove St
Cajon St
N Lincoln St
N Dearborn St
S La Salle St
N Wabash Ave
16th St
Map layers
Public 2
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Public 2							
District		1	2	3	4	5	Total
	Total Pop	14,711	14,710	14,548	14,742	14,674	73,385
	Deviation from ideal	34	33	-129	65	-3	194
	% Deviation	0.23%	0.22%	-0.88%	0.44%	-0.02%	1.32%
Total Pop	% Hisp	42.3%	54%	28%	34%	19%	35%
	% NH White	35%	23%	53%	50%	64%	45%
	% NH Black	8%	7%	3%	6%	2%	5%
	% Asian-American	11%	13%	12%	7%	11%	11%
Citizen Voting Age Pop	Total	10,055	8,965	10,957	11,063	10,865	51,905
	% Hisp	43%	40%	24%	27%	15%	29%
	% NH White	43%	40%	61%	59%	77%	56%
	% NH Black	8%	8%	3%	8%	1%	5%
	% Asian/Pac.Isl.	6%	12%	11%	6%	5%	8%
Voter Registration (Nov 2020)	Total	7,406	8,496	10,294	8,017	11,186	45,399
	% Latino est.	34%	47%	22%	24%	13%	27%
	% Spanish-Surnamed	31%	43%	20%	22%	12%	25%
	% Asian-Surnamed	3%	4%	4%	2%	4%	4%
	% Filipino-Surnamed	2%	3%	1%	1%	1%	1%
	% NH White est.	52%	42%	71%	67%	81%	64%
	% NH Black	10%	7%	3%	7%	1%	5%
Voter Turnout (Nov 2020)	Total	5,665	6,388	8,956	6,574	9,944	37,527
	% Latino est.	31%	45%	21%	22%	12%	24%
	% Spanish-Surnamed	29%	41%	19%	20%	12%	23%
	% Asian-Surnamed	3%	4%	4%	2%	4%	4%
	% Filipino-Surnamed	2%	3%	1%	1%	1%	1%
	% NH White est.	54%	44%	72%	69%	81%	67%
	% NH Black	10%	7%	3%	7%	1%	5%
Voter Turnout (Nov 2018)	Total	3,667	4,099	6,553	4,619	7,858	26,796
	% Latino est.	27%	41%	18%	17%	10%	20%
	% Spanish-Surnamed	26%	38%	17%	16%	10%	19%
	% Asian-Surnamed	2%	3%	3%	2%	4%	3%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	58%	48%	75%	73%	85%	71%
	% NH Black est.	9%	7%	3%	7%	1%	4%
ACS Pop. Est.	Total	14,270	13,793	14,489	14,737	14,196	71,485
Age	age0-19	23%	25%	26%	28%	23%	25%
	age20-60	59%	53%	51%	52%	45%	52%
	age60plus	18%	22%	23%	20%	32%	23%
Immigration	immigrants	18%	22%	10%	11%	10%	14%
	naturalized	46%	55%	83%	63%	75%	61%
Language spoken at home	english	65%	62%	79%	79%	84%	74%
	spanish	24%	28%	11%	13%	9%	17%
	asian-lang	6%	8%	5%	4%	4%	5%
	other lang	5%	2%	5%	4%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	14%	5%	6%	5%	8%
Education (among those age 25+)	hs-grad	42%	43%	36%	43%	29%	38%
	bachelor	20%	21%	24%	21%	27%	23%
	graduatedegree	15%	9%	23%	19%	28%	19%
Child in Household	child-under18	28%	37%	36%	30%	30%	32%
Pct of Pop. Age 16+	employed	64%	58%	62%	60%	57%	60%
Household Income	income 0-25k	21%	24%	9%	18%	9%	16%
	income 25-50k	24%	17%	15%	20%	14%	18%
	income 50-75k	17%	18%	15%	15%	12%	15%
	income 75-200k	34%	34%	47%	35%	44%	39%
	income 200k-plus	4%	7%	14%	11%	21%	11%
Housing Stats	single family	40%	75%	93%	66%	96%	73%
	multi-family	60%	25%	7%	34%	4%	27%
	rented	71%	41%	18%	49%	14%	39%
	owned	29%	59%	82%	51%	86%	61%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

PROOF OF PUBLICATION
(2015.5 C.C.P.)

(Space below for stamp only)

ATTACHMENT H

RECEIVED

SEP 20 2021

Redlands City Clerk

Proof of Publication of

STATE OF CALIFORNIA
County of San Bemardino
ss.

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty-one years, and not a party to or interested In the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation, published daily in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980; that the notice, of which the annexed is a true printed copy (set In type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to-wit:

9/11

all in the year 2021.

I certify under the penalty of perjury that the foregoing is true and correct:

Pamela S. Harris
Signature

Executed on the 11 day of Sept. 2021 at Redlands, In the County of San Bernardino, State of California.

CITY OF REDLANDS, CALIFORNIA

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEARBY GIVEN that, pursuant to California Elections Code Section 21507.1, the City Council of the City of Redlands, County of San Bernardino, State of California, will hold a series of **PUBLIC HEARINGS** and one virtual workshop to receive input regarding potential redistricting of voting districts.

Public Hearing #1 is scheduled as follows:

DATE: Tuesday, September 21, 2021
TIME: 6:00 p.m.
LOCATION: City of Redlands
35 Cajon Street, Suite 2 – City Hall
Redlands, California, 92373

The purpose of the public hearings and virtual workshop are to receive public input relative to potential redistricting of voting boundaries. There will be a minimum of three (3) public hearings and one virtual workshop for a total of four (4) meetings. The public is invited to submit information regarding their Communities of Interest and proposed district boundaries for the 2021 redistricting process. Draft maps will not be available until 2020 U.S. census data is released, which is estimated to be at the end of September 2021.

The virtual workshop will be held on:

DATE: Thursday, September 30, 2021
TIME: 5:00 p.m. to 7:00 p.m.
ZOOM ID: 862 2201 6993
PHONE #: (669) 900-6833

Future hearing dates on this matter will be scheduled at City of Redlands 35 Cajon Street, Suite 2 – City Hall, Redlands, CA 92373 as follows:

PUBLIC HEARING #2:
Date: Tuesday, January 18, 2022
Time: 6:00 PM

PUBLIC HEARING #3:
Date: Tuesday, February 15, 2022
Time: 6:00 PM

ORDINANCE INTRODUCTION:
Date: Tuesday, March 1, 2022
Time: 6:PM

ORDINANCE ADOPTION:
Date: Tuesday, March 15, 2022
Time: 6:PM

Complete redistricting information can be found at www.drawredlands.org and questions or input may also be emailed to redistricting@cityofredlands.org

Dated this 7th day of September, 2021.Jeanne Donaldson, City Clerk
City of Redlands, California
Redlands Daily Facts 9/11/2021 #11487952



City of Redlands
Redistricting 2021

National Demographics Corporation

Redistricting Process

Step	Description
Two Initial Hearings September 21 & September 30	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Mid/Late August	Census Bureau releases official 2020 Census population data.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Two Draft Map Hearings January 18 & February 15	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

NDC

Redistricting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering



2. California Criteria for Cities

1.Geographically contiguous

2.Undivided neighborhoods and "communities of interest"
(Socio-economic geographic areas that should be kept together)

3.Easily identifiable boundaries

4.Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:

"Shall not favor or discriminate against a political party."

3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years

Respect voters' choices / continuity in office

Future population growth

Preserving the core of existing districts

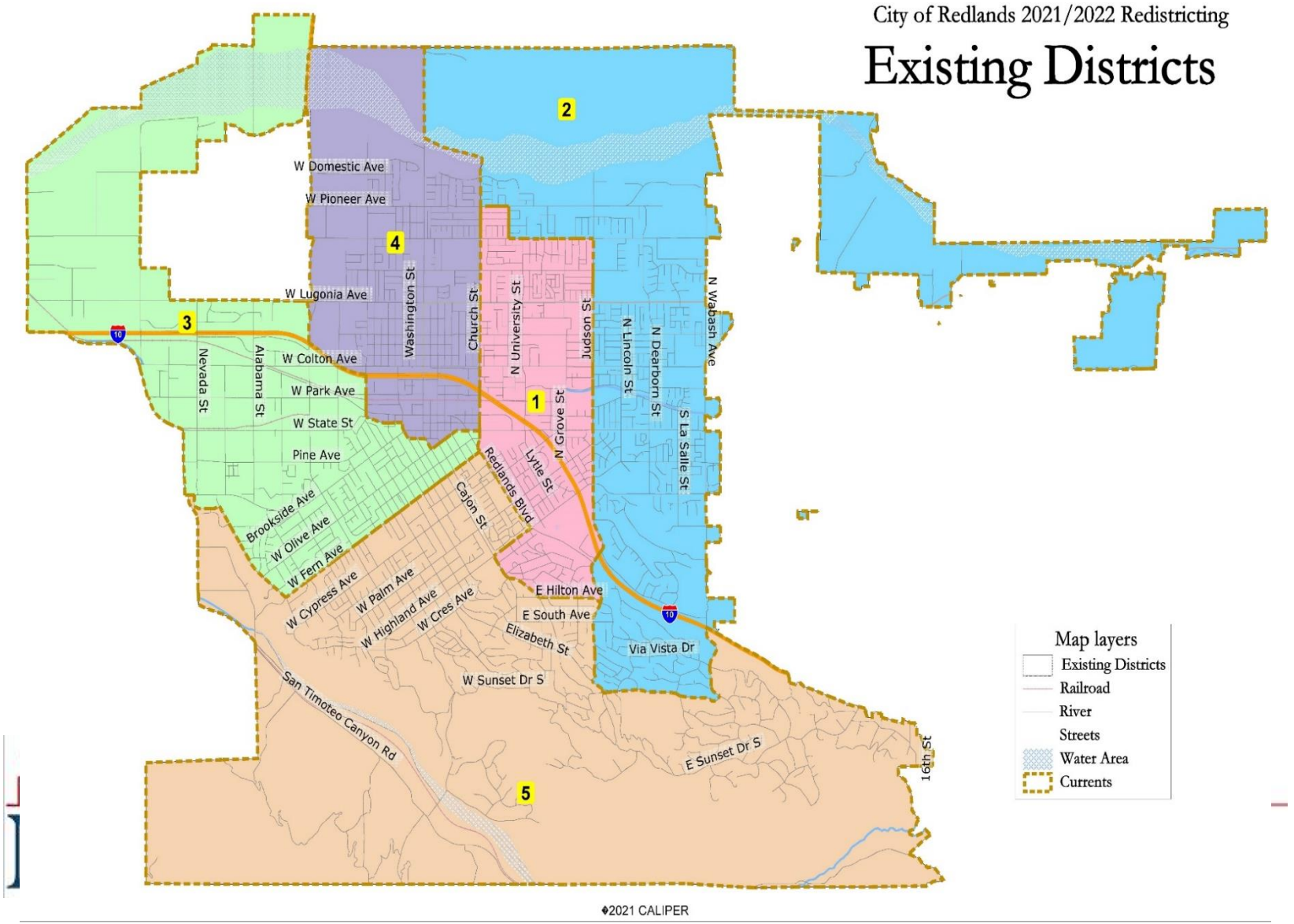
NDC

Initial Draft Maps

- Four initial draft maps have been developed by NDC, and 2 draft maps submitted from the Public.
- All of the maps created by NDC have a deviation under the required 10%.
- NDC Map 101 has a deviation of 3.86%
- NDC Map 102 has a deviation of 7.28%
- NDC Map 102b has a deviation of 1.19%
- NDC Map 103 has a deviation of 1.59%
- Public Map 1 has a deviation of 3.51%
- Public Map 2 has a deviation of 1.32%
- Existing Districts deviation is 3.60%



Redlands Current District Map

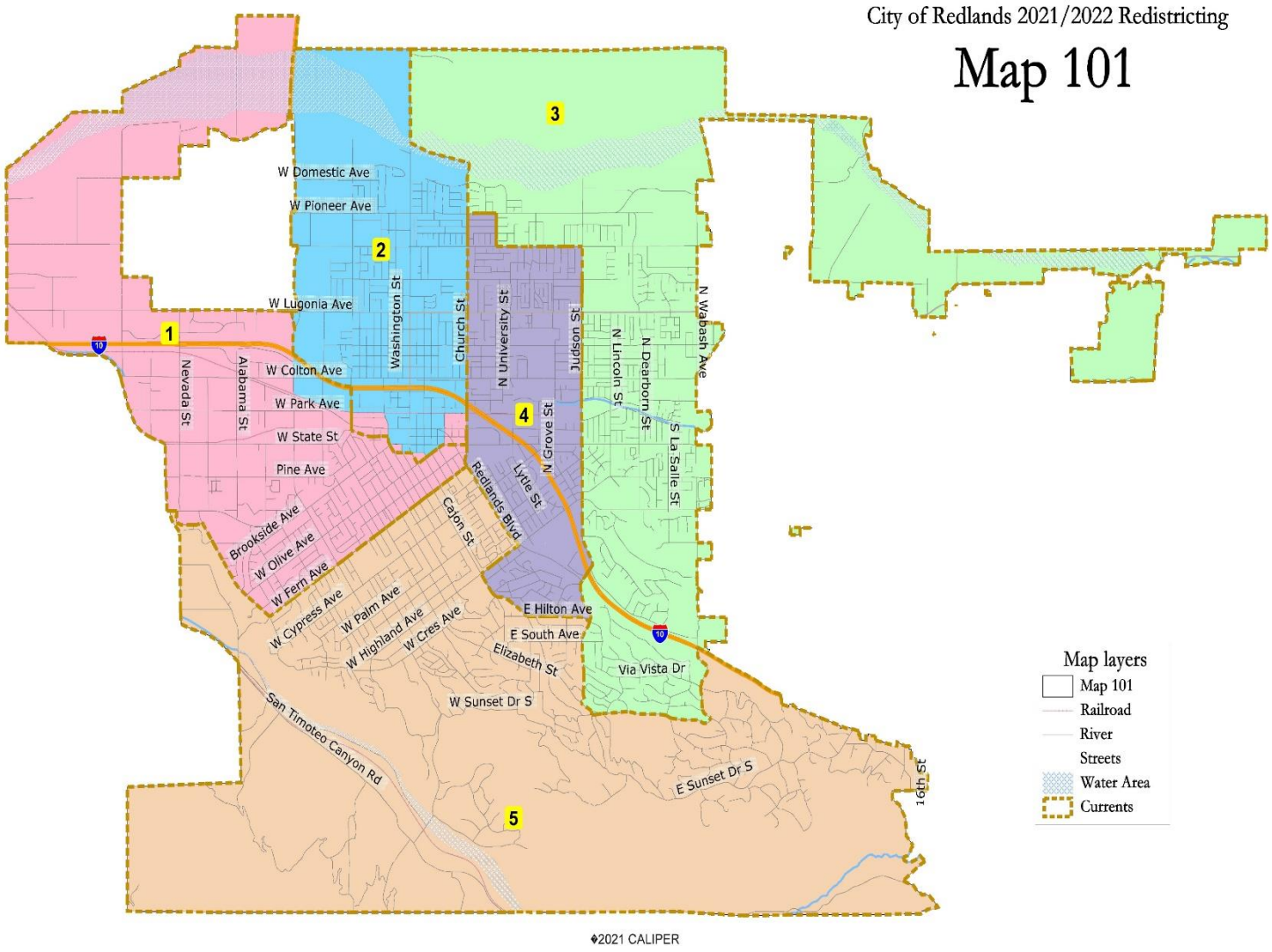


Redlands Current District Demographics

Redlands Existing Districts							
District		1	2	3	4	5	Total
	Total Pop	14,332	14,713	14,749	14,730	14,861	73,385
	Deviation from ideal	-345	36	72	53	184	529
	% Deviation	-2.35%	0.25%	0.49%	0.36%	1.25%	3.60%
Total Pop	% Hisp	38.6%	28%	31%	61%	18%	35%
	% NH White	43%	53%	46%	17%	65%	45%
	% NH Black	7%	4%	7%	8%	2%	5%
	% Asian-American	8%	12%	12%	11%	10%	11%
Citizen Voting Age Pop	Total	10,679	11,071	9,871	9,527	10,756	51,905
	% Hisp	32%	24%	29%	50%	14%	29%
	% NH White	54%	60%	56%	32%	77%	56%
	% NH Black	8%	3%	8%	7%	2%	5%
	% Asian/Pac.Isl.	6%	11%	6%	11%	6%	8%
Voter Registration (Nov 2020)	Total	8,018	10,407	7,937	7,824	11,213	45,399
	% Latino est.	29%	22%	23%	54%	13%	27%
	% Spanish-Surnamed	27%	20%	21%	49%	12%	25%
	% Asian-Surnamed	3%	4%	3%	3%	5%	4%
	% Filipino-Surnamed	1%	1%	1%	3%	1%	1%
	% NH White est.	62%	71%	65%	34%	80%	64%
	% NH Black	6%	3%	8%	9%	2%	5%
Voter Turnout (Nov 2020)	Total	6,501	9,050	6,498	5,541	9,937	37,527
	% Latino est.	28%	21%	22%	52%	12%	24%
	% Spanish-Surnamed	26%	19%	20%	48%	11%	23%
	% Asian-Surnamed	3%	4%	3%	3%	5%	4%
	% Filipino-Surnamed	1%	1%	2%	3%	1%	1%
	% NH White est.	63%	72%	66%	36%	81%	67%
	% NH Black	6%	3%	8%	8%	2%	5%



NDC Map 101

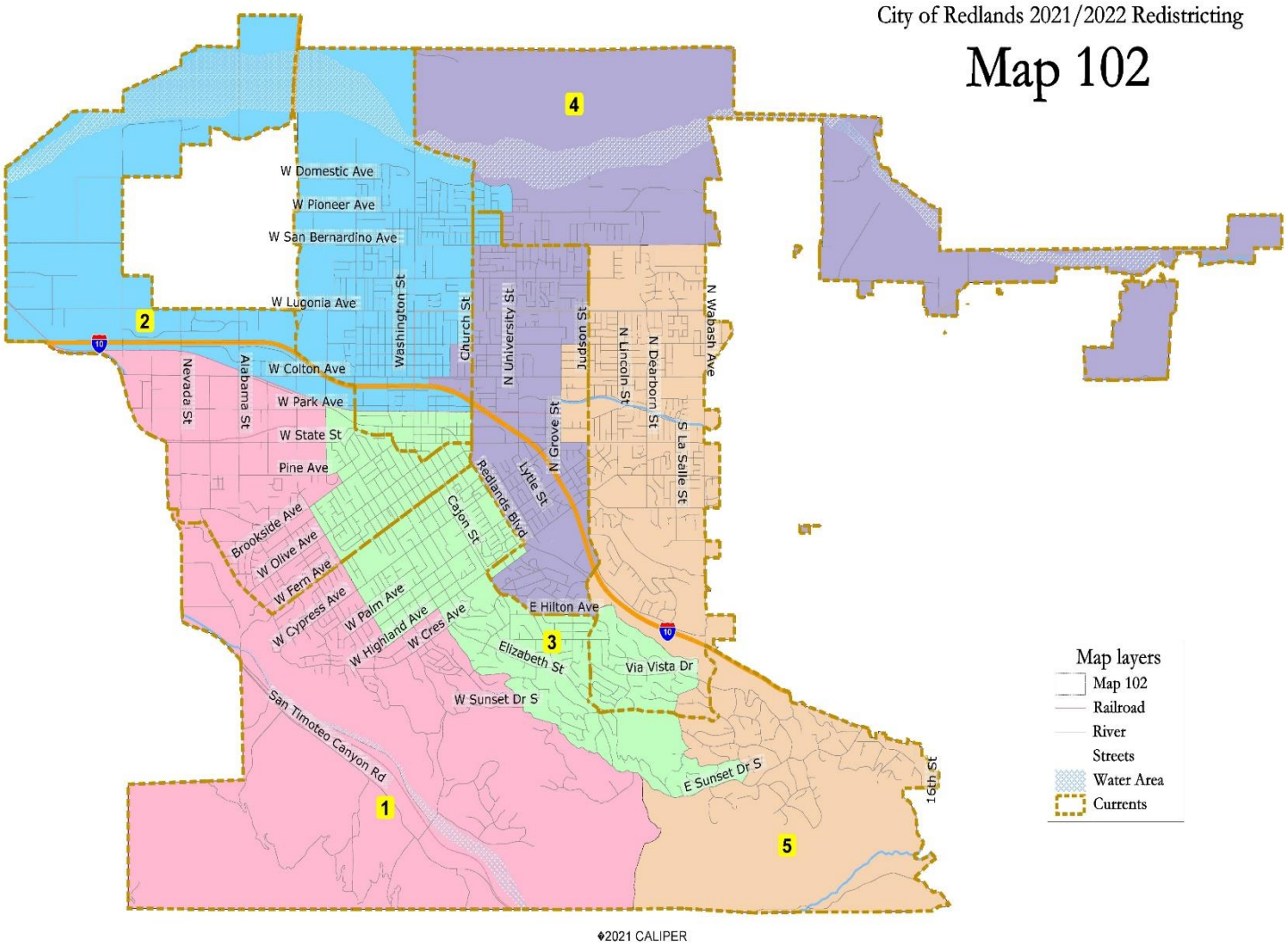

City of Redlands 2021/2022 Redistricting
Map 101
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
S La Salle St
N Grove St
Lytle St
Redlands Blvd
Cajon St
Map layers
Map 101
Railroad
River
Streets
Water Area
Currents
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NDC Map 101 Demographics

NDC Map 101							
District		1	2	3	4	5	Total
	Total Pop	14,898	14,581	14,713	14,332	14,861	73,385
	Deviation from ideal	221	-96	36	-345	184	566
	% Deviation	1.51%	-0.65%	0.25%	-2.35%	1.25%	3.86%
Total Pop	% Hisp	31.0%	61%	28%	39%	18%	35%
	% NH White	46%	17%	53%	43%	65%	45%
	% NH Black	7%	8%	4%	7%	2%	5%
	% Asian-American	12%	11%	12%	8%	10%	11%
Citizen Voting Age Pop	Total	9,969	9,429	11,071	10,679	10,756	51,905
	% Hisp	29%	50%	24%	32%	14%	29%
	% NH White	56%	31%	60%	54%	77%	56%
	% NH Black	8%	7%	3%	8%	2%	5%
	% Asian/Pac.Isl.	6%	11%	11%	6%	6%	8%
Voter Registration (Nov 2020)	Total	8,046	7,715	10,407	8,018	11,213	45,399
	% Latino est.	23%	54%	22%	29%	13%	27%
	% Spanish-Surnamed	22%	50%	20%	27%	12%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	65%	34%	71%	62%	80%	64%
	% NH Black	8%	9%	3%	6%	2%	5%
Voter Turnout (Nov 2020)	Total	6,577	5,462	9,050	6,501	9,937	37,527
	% Latino est.	22%	52%	21%	28%	12%	24%
	% Spanish-Surnamed	21%	48%	19%	26%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	66%	36%	72%	63%	81%	67%
	% NH Black	8%	8%	3%	6%	2%	5%



NDC Map 102


City of Redlands 2021/2022 Redistricting
Map 102
4
2
3
1
5
W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
N Judson St
N Grove St
N Lincoln St
N Dearborn St
S La Salle St
N Wabash Ave
Redlands Blvd
Lytle St
Cajon St
Map layers
Map 102
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

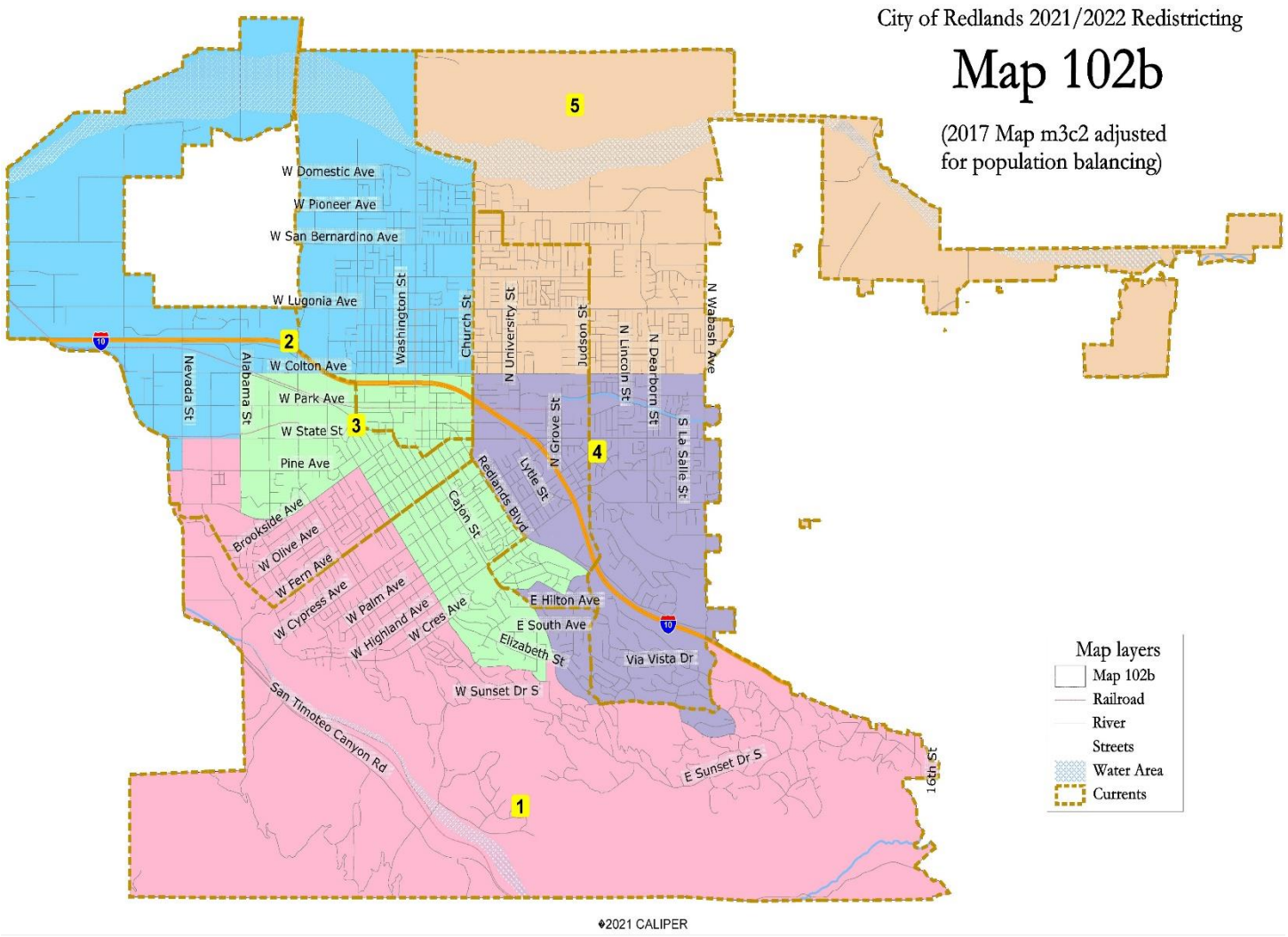
NDC Map 102 Demographics

Redlands Map 102

District		1	2	3	4	5	Total
	Total Pop	14,165	15,233	14,895	14,357	14,735	73,385
	Deviation from ideal	-512	556	218	-320	58	1,068
	% Deviation	-3.49%	3.79%	1.49%	-2.18%	0.40%	7.28%
Total Pop	% Hisp	19.6%	59%	30%	30%	36%	35%
	% NH White	61%	19%	51%	54%	43%	45%
	% NH Black	3%	8%	6%	5%	5%	5%
	% Asian-American	13%	12%	9%	8%	12%	11%
Citizen Voting Age Pop	Total	10,455	9,422	10,274	11,282	10,472	51,905
	% Hisp	18%	48%	25%	24%	33%	29%
	% NH White	72%	32%	61%	61%	54%	56%
	% NH Black	3%	8%	7%	6%	4%	5%
	% Asian/Pac.Isl.	5%	11%	7%	7%	9%	8%
Voter Registration (Nov 2020)	Total	10,031	8,131	8,692	9,820	8,725	45,399
	% Latino est.	14%	52%	21%	20%	31%	27%
	% Spanish-Surnamed	13%	47%	19%	19%	28%	25%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	78%	35%	69%	71%	63%	64%
	% NH Black	2%	9%	7%	5%	3%	5%
Voter Turnout (Nov 2020)	Total	8,859	5,821	7,158	8,388	7,301	37,527
	% Latino est.	14%	50%	19%	18%	29%	24%
	% Spanish-Surnamed	13%	46%	18%	17%	27%	23%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	79%	37%	71%	73%	64%	67%



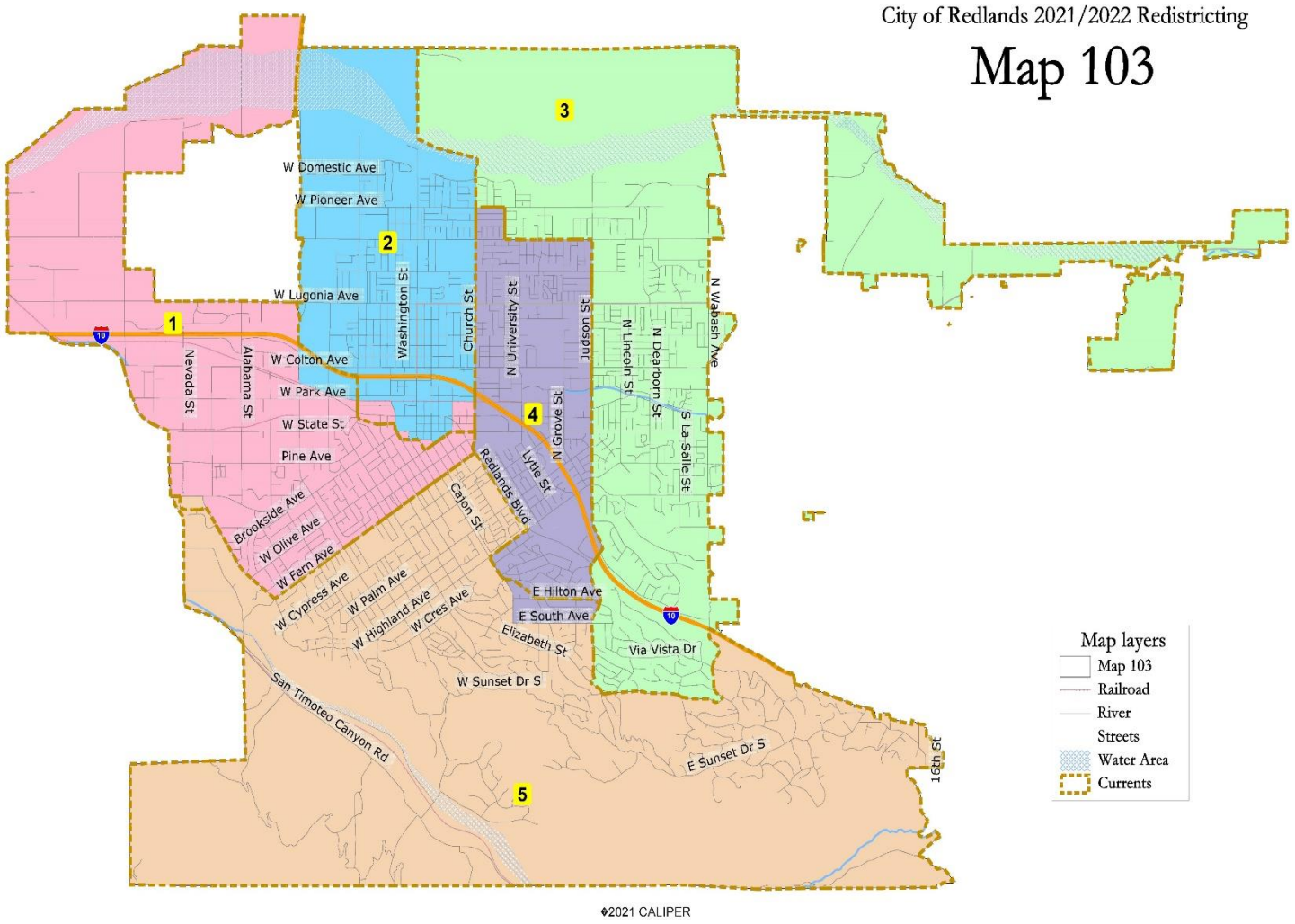
NDC Map 102b


City of Redlands 2021/2022 Redistricting
Map 102b
(2017 Map m3c2 adjusted for population balancing)
5
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3
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W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
W Sunset Dr S
E Sunset Dr S
Via Vista Dr
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
N Grove St
Lytle St
Redlands Blvd
Cajon St
S La Salle St
Map layers
Map 102b
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

NDC Map 102b Demographics

NDC Map 102b							
District		1	2	3	4	5	Total
	Total Pop	14,777	14,621	14,602	14,650	14,735	73,385
	Deviation from ideal	100	-56	-75	-27	58	175
	% Deviation	0.68%	-0.38%	-0.51%	-0.18%	0.40%	1.19%
Total Pop	% Hisp	20.1%	60%	30%	30%	36%	35%
	% NH White	60%	18%	51%	54%	43%	45%
	% NH Black	3%	8%	6%	5%	5%	5%
	% Asian-American	13%	11%	9%	8%	12%	11%
Citizen Voting Age Pop	Total	10,731	9,146	10,025	11,531	10,472	51,905
	% Hisp	19%	49%	26%	23%	33%	29%
	% NH White	71%	32%	61%	61%	54%	56%
	% NH Black	3%	8%	7%	6%	4%	5%
	% Asian/Pac.Isl.	5%	11%	6%	7%	9%	8%
Voter Registration (Nov 2020)	Total	10,363	7,799	8,457	10,055	8,725	45,399
	% Latino est.	15%	53%	21%	20%	31%	27%
	% Spanish-Surnamed	14%	48%	20%	18%	28%	25%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	77%	35%	69%	72%	63%	64%
	% NH Black	2%	9%	7%	5%	3%	5%
Voter Turnout (Nov 2020)	Total	9,126	5,554	6,942	8,604	7,301	37,527
	% Latino est.	14%	51%	19%	18%	29%	24%
	% Spanish-Surnamed	13%	47%	18%	17%	27%	23%
	% Asian-Surnamed	5%	3%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	1%
	% NH White est.	78%	36%	71%	73%	64%	67%
	% NH Black	2%	9%	6%	5%	3%	5%

NDC Map 103


City of Redlands 2021/2022 Redistricting
Map 103
1
2
3
4
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W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
W Sunset Dr S
E Sunset Dr S
Via Vista Dr
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
S La Salle St
N Grove St
Lytle St
Redlands Blvd
Cajon St
Map layers
Map 103
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

NDC Map 103 Demographics

NDC Map 103							
District		1	2	3	4	5	Total
	Total Pop	14,605	14,581	14,713	14,815	14,671	73,385
	Deviation from ideal	-72	-96	36	138	-6	234
	% Deviation	-0.49%	-0.65%	0.25%	0.94%	-0.04%	1.59%
Total Pop	% Hisp	31.5%	61%	28%	38%	18%	35%
	% NH White	46%	17%	53%	44%	65%	45%
	% NH Black	7%	8%	4%	6%	2%	5%
	% Asian-American	12%	11%	12%	8%	10%	11%
Citizen Voting Age Pop	Total	9,760	9,429	11,071	11,053	10,592	51,905
	% Hisp	29%	50%	24%	31%	14%	29%
	% NH White	56%	31%	60%	55%	77%	56%
	% NH Black	8%	7%	3%	7%	2%	5%
	% Asian/Pac.Isl.	6%	11%	11%	6%	6%	8%
Voter Registration (Nov 2020)	Total	7,947	7,715	10,407	8,407	10,923	45,399
	% Latino est.	24%	54%	22%	28%	13%	27%
	% Spanish-Surnamed	22%	50%	20%	26%	12%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	64%	34%	71%	63%	80%	64%
	% NH Black	8%	9%	3%	6%	2%	5%
Voter Turnout (Nov 2020)	Total	6,501	5,462	9,050	6,861	9,653	37,527
	% Latino est.	22%	52%	21%	27%	12%	24%
	% Spanish-Surnamed	21%	48%	19%	25%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	1%	1%
	% NH White est.	65%	36%	72%	65%	81%	67%



NDC Draft Map Review

- The existing map remains valid and an acceptable map to retain with an overall population deviation of 3.60%, well below the 10% maximum "presumed constitutional."

- Map 101 makes only small changes along the border of districts 1 and 2. City Hall and the commercial area around it stay in district 2, but a small four-house census block on the southwest corner of the city hall area and areas east and west of the city hall/commercial area all go into District 1, while District 2 moves down from the freeway to the railroad to pick up the relatively heavily Latino neighborhood between the freeway and the railroad (including the continuation high school located there). Districts 3-5 are unchanged from the current districts. This increases the Latino percentage of Citizens Voting Age Population in District 4 slightly while following more-compact lines (from about 49.53% to 49.63%, well within the margin of error and showing up rounded in the reports at 50%).



NDC Draft Map Review Con't

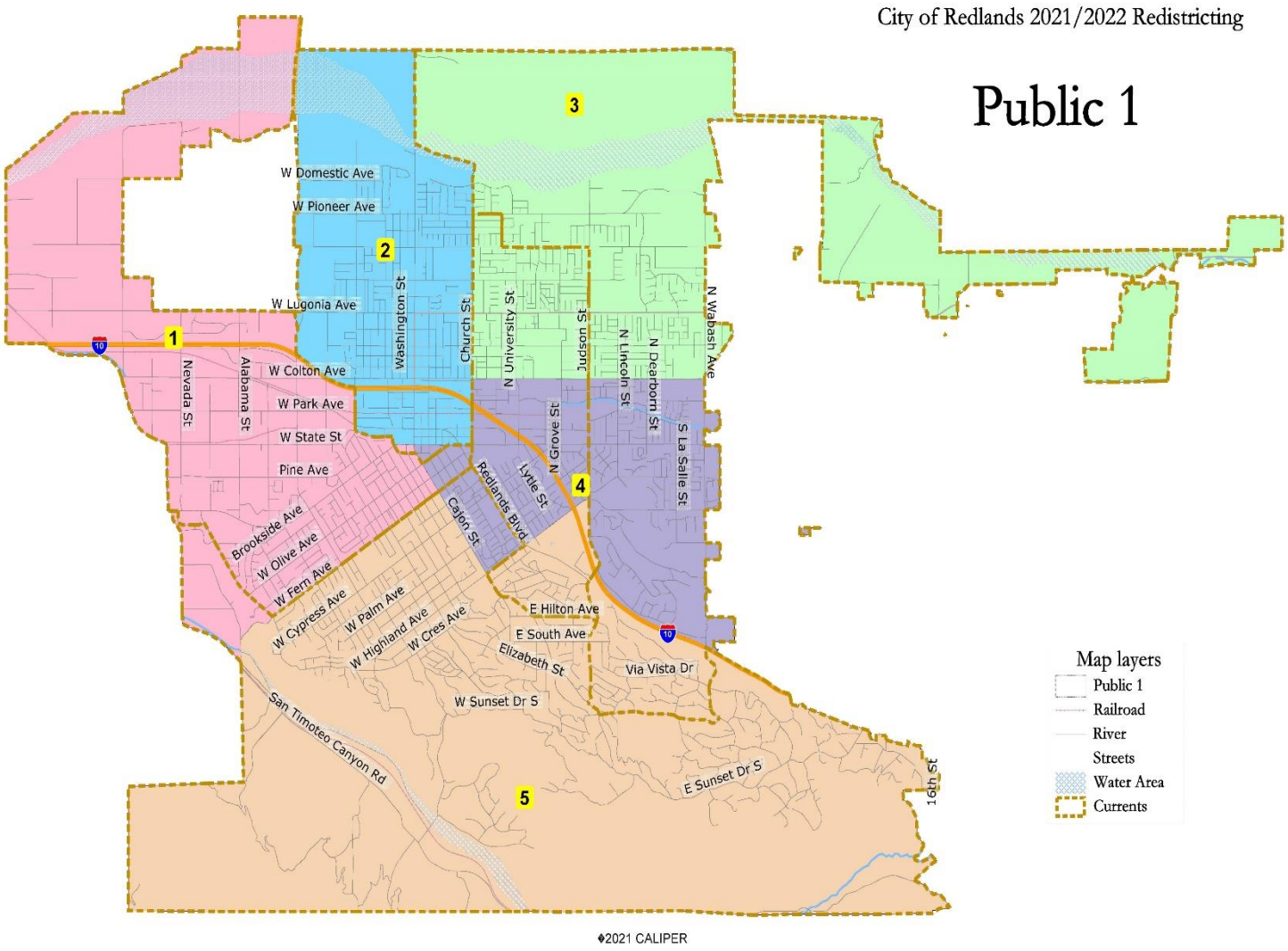
- Map 102 is the Council-requested 2017 alternative "Draft 3" map drawn into 2020 geography.

- Map 102b is the revised version of Map 102 that reduces the overall plan population deviation below 2%. This map also drops District 2 down from a rounded-up-to-50% Latino Citizens Voting Age Population District to a 48% District -- not a statistically significant difference, but a symbolically important one.

- Map 103 is Map 101 with changes plus District 4 moves south to pick up the area between Hilton Ave and South Ave from District 5. This brings all of the Districts to less than a 1% population deviation from the ideal and an overall plan deviation of just 1.6%. These changes are not required (the maximum plan deviation allowed is 10%), but if the Council wishes to bring the overall population deviation down even more from the existing map this is the easiest way to do that.



Public Map 1

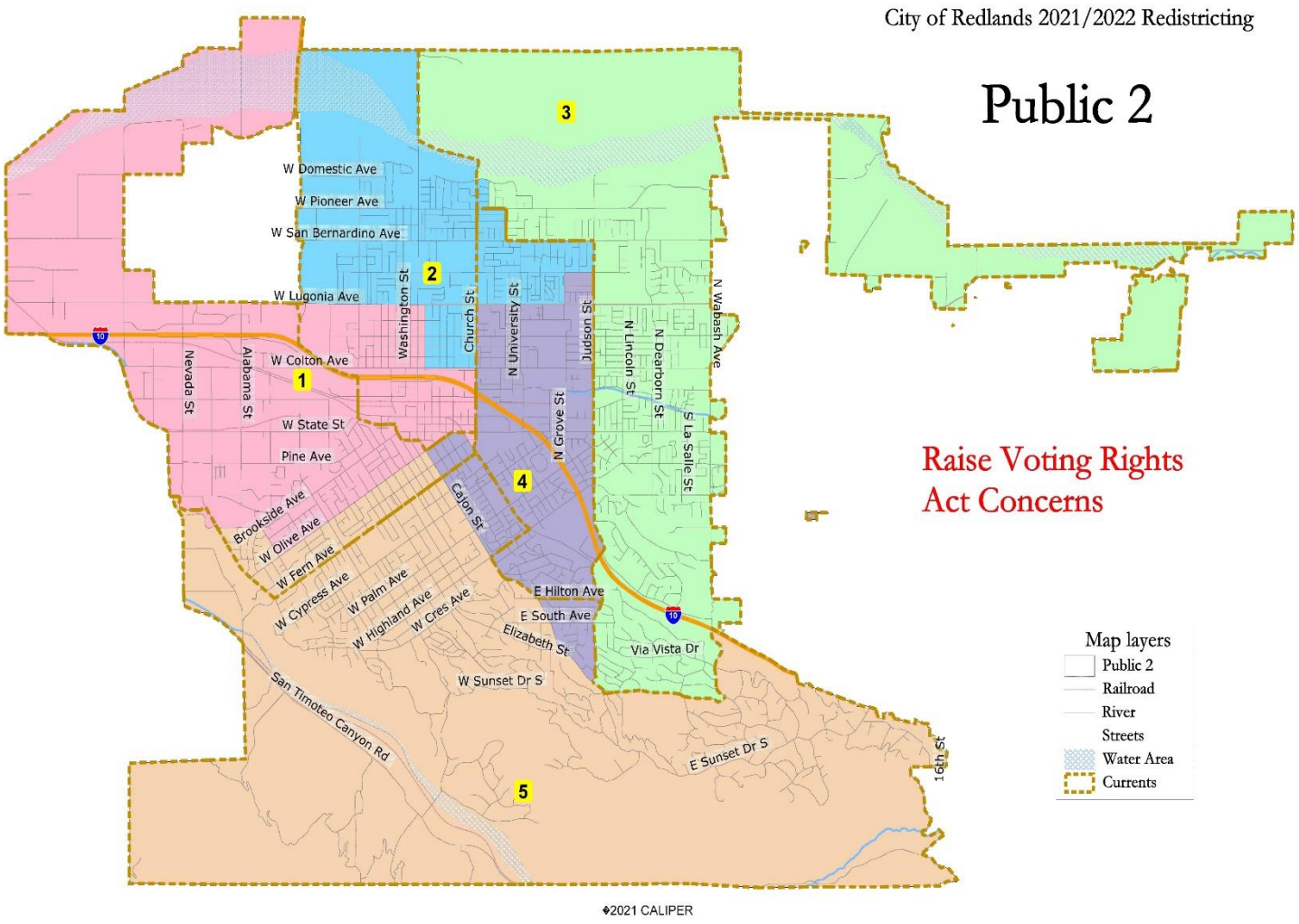

City of Redlands 2021/2022 Redistricting
Public 1
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W Lugonia Ave
W Colton Ave
W Park Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Lincoln St
N Dearborn St
N Wabash Ave
N Grove St
S La Salle St
Redlands Blvd
Lytle St
Cajon St
Map layers
Public 1
Railroad
River
Streets
Water Area
Currents
©2021 CALIPER

Public Map 1 Demographics

Redlands Public Map 1

District		1	2	3	4	5	Total
	Total Pop	14,383	14,690	14,735	14,679	14,898	73,385
	Deviation from ideal	-294	13	58	2	221	515
	% Deviation	-2.00%	0.09%	0.40%	0.01%	1.51%	3.51%
Total Pop	% Hisp	30.9%	61%	36%	31%	17%	35%
	% NH White	46%	17%	43%	52%	66%	45%
	% NH Black	7%	8%	5%	5%	2%	5%
	% Asian-American	12%	11%	12%	8%	11%	11%
Citizen Voting Age Pop	Total	9,794	9,502	10,472	11,055	11,081	51,905
	% Hisp	29%	50%	33%	25%	12%	29%
	% NH White	56%	32%	54%	60%	77%	56%
	% NH Black	8%	7%	4%	7%	2%	5%
	% Asian/Pac.Isl.	6%	11%	9%	6%	8%	8%
Voter Registration (Nov 2020)	Total	7,819	7,811	8,725	9,367	11,677	45,399
	% Latino est.	23%	54%	31%	22%	12%	27%
	% Spanish-Surnamed	21%	49%	28%	20%	11%	25%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	1%	3%	2%	1%	1%	1%
	% NH White est.	65%	34%	63%	69%	82%	64%
	% NH Black	8%	9%	3%	6%	1%	5%
Voter Turnout (Nov 2020)	Total	6,418	5,535	7,301	7,823	10,450	37,527
	% Latino est.	22%	52%	29%	20%	11%	24%
	% Spanish-Surnamed	20%	48%	27%	19%	11%	23%
	% Asian-Surnamed	3%	3%	4%	3%	5%	4%
	% Filipino-Surnamed	2%	3%	2%	1%	1%	1%
	% NH White est.	66%	36%	64%	70%	82%	67%

Public Map 2


City of Redlands 2021/2022 Redistricting
Public 2
Raise Voting Rights Act Concerns
Map layers
Public 2
Railroad
River
Streets
Water Area
Currents
1
2
3
4
5
W Domestic Ave
W Pioneer Ave
W San Bernardino Ave
W Lugonia Ave
W Colton Ave
W State St
Pine Ave
Brookside Ave
W Olive Ave
W Fern Ave
W Cypress Ave
W Palm Ave
W Highland Ave
W Cres Ave
E Hilton Ave
E South Ave
Elizabeth St
Via Vista Dr
W Sunset Dr S
E Sunset Dr S
San Timoteo Canyon Rd
16th St
Nevada St
Alabama St
Washington St
Church St
N University St
Judson St
N Grove St
N Lincoln St
N Dearborn St
S La Salle St
N Wabash Ave
Cajon St
©2021 CALIPER

Public Map 2 Demographics

Redlands Public Map 2

District		1	2	3	4	5	Total
	Total Pop	14,711	14,710	14,548	14,742	14,674	73,385
	Deviation from ideal	34	33	-129	65	-3	194
	% Deviation	0.23%	0.22%	-0.88%	0.44%	-0.02%	1.32%
Total Pop	% Hisp	42.3%	54%	28%	34%	19%	35%
	% NH White	35%	23%	53%	50%	64%	45%
	% NH Black	8%	7%	3%	6%	2%	5%
	% Asian-American	11%	13%	12%	7%	11%	11%
Citizen Voting Age Pop	Total	10,055	8,965	10,957	11,063	10,865	51,905
	% Hisp	43%	40%	24%	27%	15%	29%
	% NH White	43%	40%	61%	59%	77%	56%
	% NH Black	8%	8%	3%	8%	1%	5%
	% Asian/Pac.Isl.	6%	12%	11%	6%	5%	8%
Voter Registration (Nov 2020)	Total	7,406	8,496	10,294	8,017	11,186	45,399
	% Latino est.	34%	47%	22%	24%	13%	27%
	% Spanish-Surnamed	31%	43%	20%	22%	12%	25%
	% Asian-Surnamed	3%	4%	4%	2%	4%	4%
	% Filipino-Surnamed	2%	3%	1%	1%	1%	1%
	% NH White est.	52%	42%	71%	67%	81%	64%
	% NH Black	10%	7%	3%	7%	1%	5%
Voter Turnout (Nov 2020)	Total	5,665	6,388	8,956	6,574	9,944	37,527
	% Latino est.	31%	45%	21%	22%	12%	24%
	% Spanish-Surnamed	29%	41%	19%	20%	12%	23%
	% Asian-Surnamed	3%	4%	4%	2%	4%	4%
	% Filipino-Surnamed	2%	3%	1%	1%	1%	1%
	% NH White est.	54%	44%	72%	69%	81%	67%
	% NH Black	10%	7%	3%	7%	1%	5%

Public Draft Map Review

- Public Map 1 is the Equitable Map Coalition map.

- Public Map 1 has a 3.51% deviation and a 50% Latino Citizens Voting Age Population in District 2.

- Public Map 2 is from Mr. Schneblin.

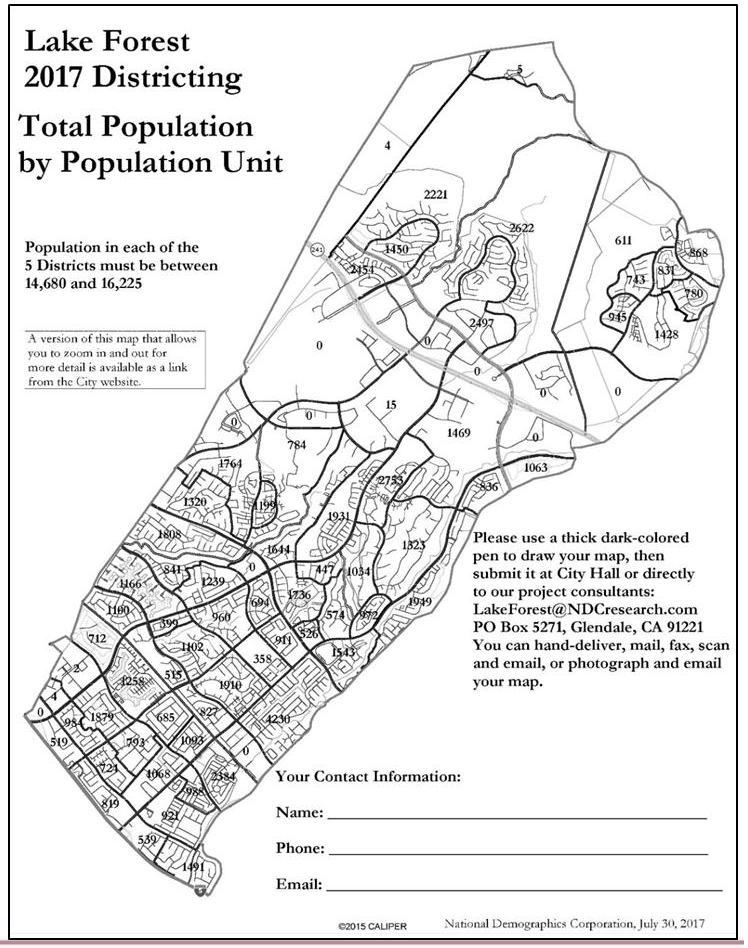
  – Note that on Public 2 there is a big red note: "Raise Voting Rights Act Concerns", because that map splits the Latino community of District 2, dropping the Latino Citizens Voting Age Population percentage from 50% to 43%.



Simple Map Drawing Tool

Paper "Public Participation Kit"

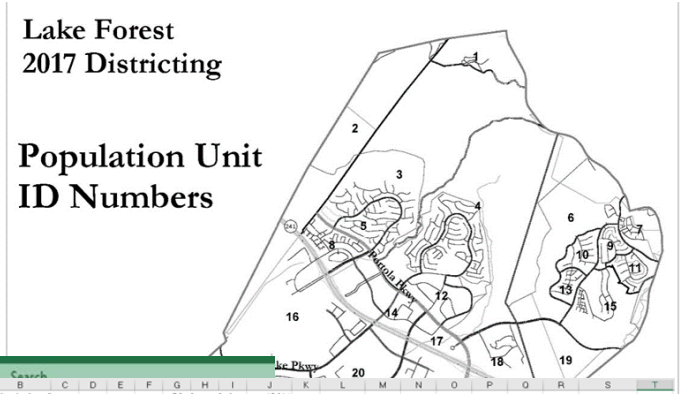
- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

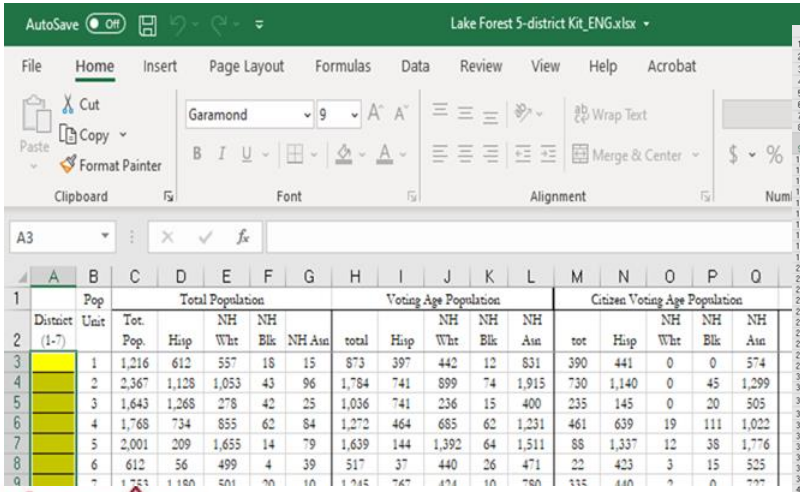


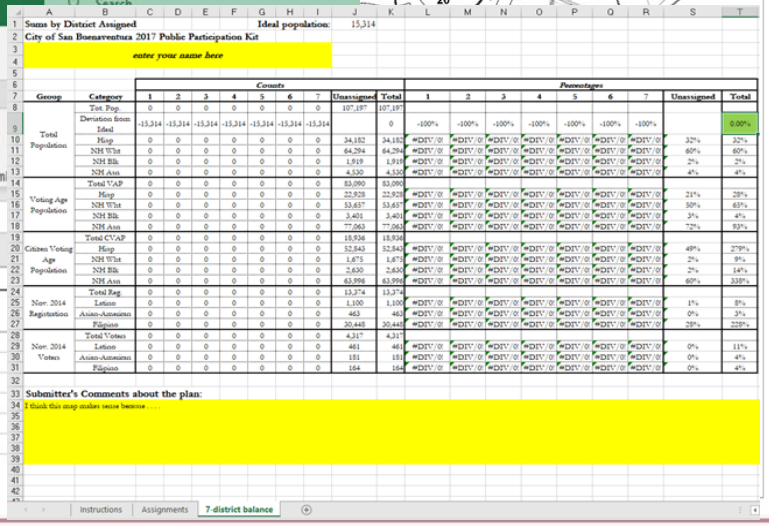
Simple Map Drawing Tool + Excel Supplement

"Public Participation Kit"

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math



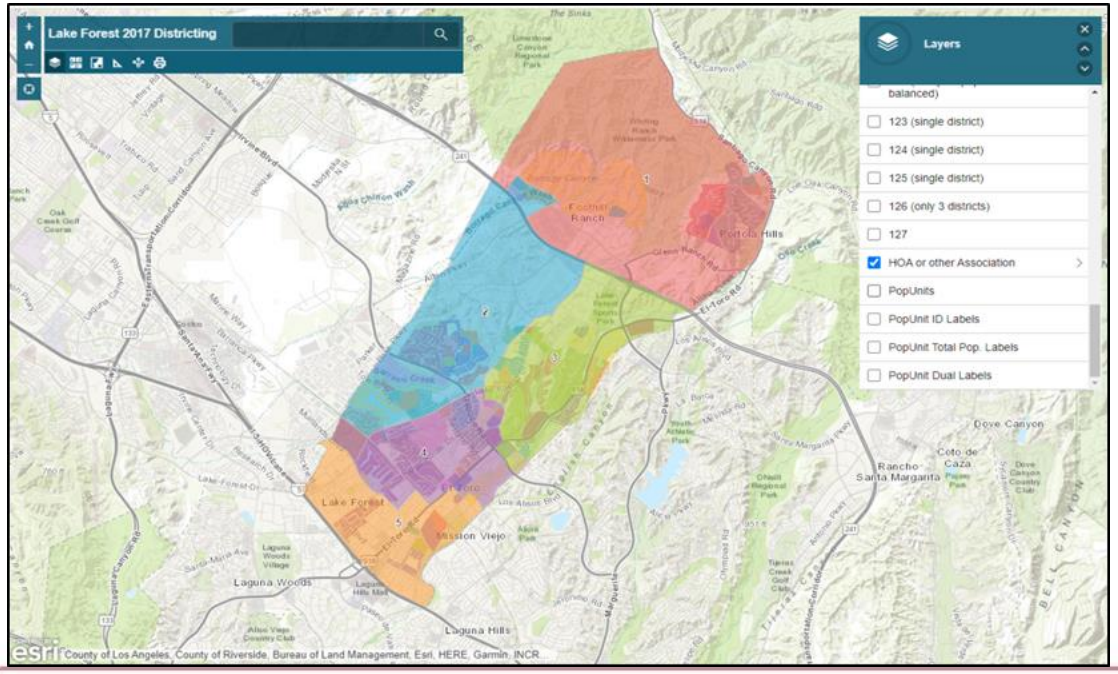




Simple Map Review Tool

Online Interactive Review Map

- ESRI's "ArcGIS Online" – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of "community of interest" and other data



Discussion

- Conduct a Public Hearing
- Any questions on the Draft Maps?
- Provide direction on what map the Council prefers or new map the Council would like see at the next hearing

Share Your Thoughts

Website

https://drawredlands.org/

Phone

(909) 798-7533

Email

redistricting@cityofredlands.org

"A City That Works"

City Council Meeting **H. 1.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of February1, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of February 1, 2022.

Attachments

Regular Meeting Minutes of February 1, 2022

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 1, 2022 at 5:00 P.M.

Present:	Paul Barich, Mayor Eddie Tejeda, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; 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, Interim 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

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

a. Steve Unland v City of Redlands, et al; San Bernardino Superior Court Case No. CIVDS 1928349
b. S.B.C.W. Consulting, Inc. v City of Redlands et al; San Bernardino Superior Court Case No. CIVDS
2015309

RECONVENE CITY COUNCIL MEETING

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

Black History Month Proclamation

Council Member Davis and Mayor Barich presented to Jina Iman of the Artlands, a Proclamation declaring February 2022, as Black History Month in the City of Redlands. Black History Month is celebrated to honor the contributions and accomplishments made by the Black community to our Nation and within the local community. In particular, the Proclamation highlighted Isreal Beal, a Redlands pioneer, the Second Baptist Church, the oldest and first African-American Church in the San Bernardino Valley and Al Harris, a beloved employee of Krikorian Theater who was fondly known as the Movie Man.

PUBLIC COMMENT

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

Parking- Dennis Bell pointed out there was a parking lot for sale next to Bear Valley Mutual Water Company on Olive Avenue, raised questions related to Centennial Plaza's underground parking, and made a pitch for Interim Chief Sessler to be promoted to the Fire Chief role permanently.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of January 18, 2022.

Vote: 5 - 0 Passed

Black History Month Proclamation

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the issuance of a Proclamation declaring the month of February to be Black History Month in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8301 Remote Teleconference Meetings

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8301, authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

Resolution No. 8293 CFD 2004-1 Annexation No. 26

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act (CEQA); and approved Resolution No. 8293, declaring intent to annex territory into Community Facilities District 2004-1 (Annexation No. 26).

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Denise Davis, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Sally Young. Under the terms of the agreement, the City agrees to pay Ms. Young $17,500.00 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Sally Young v. City of Redlands, Case No. CIVDS 1910352.

Vote: 5 - 0 Passed

COMMUNICATIONS

Resolution No. 8302 Renaming of Shoppers Lane

Council Member Davis presented a video highlighting Al Harris, the long-time employee of Krikorian Theater who was beloved by the community. She urged the Council to consider again, the renaming of Shoppers Lane to Al Harris Way and pointed out more than 10,000 electronic signatures were collected in support of this name change.

As public comment, Robb McDermott pushed the Council to honor Al Harris and said there were other ways to recognize Jose Apollo Rivera. He suggested the City name the new police station proposed for the vacant Kmart building in Mr. Rivera's honor, or possibly even rename Vine Street adjacent to the Police Annex. Brian Seghers, Erin Durr, of Stronger Together Now, Andy Hoder and Joshua Hall spoke in support of the Council approving the street change to Al Harris Lane, citing his positive impact and legacy of kindness towards the community. It was added that a private citizen had offered to cover all costs associated with the street renaming. Mario Saucedo expressed concerns the City did not follow proper procedures when considering this matter, and he suggested an ad hoc committee be established to allow for vetting of proposals before making recommendations to the Council.

Council Members offered their various perspectives in a lengthy discussion. Council Member Guzman-Lowery urged the Council to accept the validity of the electronic petition supporting Al Harris and not dismiss the voices of over 10,000 signatures. Mayor Pro Tem Tejeda and Council Member Gallagher respected Mr. Harris but did suggest the Council consider establishing an ad hoc committee to formalize the process when exploring such proposals.

Mayor Barich and Council Member Guzman-Lowery volunteered to sit on the ad hoc committee.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8302, renaming Shoppers Lane to Al Harris Lane; and authorized staff to establish procedures for considering future proposals.

Vote: 5 - 0 Passed

Ordinance No. 2886 City Council Compensation

Mayor Pro Tem Tejeda offered background related to adjusting compensation for City Council Members. Government Code section 36516 permits the City Council to increase salary by 5 percent for each calendar year from the operative date of the last adjustment of the salary presently in effect. The City Council set its current salary thirty-six years ago in February 1986 at $500 per month. Government Code permits the Council to increase its salary by 180 percent (36 years x 5 percent) in January 2023. The maximum increase would amount to $900 for a total monthly compensation of $1,400. Council could choose a lower amount if desired and Council Members could choose to waive any or all of the compensation permitted. For context and reference, staff surveyed California General Law cities in San Bernardino County with similar population to Redlands.

Council Members participated in a dialogue focused on the following topics, attracting and maintaining diversity amongst the Council, value and worth and fair compensation, future negotiations with City bargaining units and budgets. Council Member Davis said that if approved, this would be a step forward in recognizing the Council for their work, and she added the time invested was significant. Council Member Gallagher agreed an increase was needed, but he thought total compensation of $750 per month was a more appropriate amount. As public comment, Dennis Bell wondered if Council Members were paid their regular stipend, regardless of whether a city council meeting was canceled. Andy Hoder stated the monthly stipend was an offset of time spent by council members, and he thought compensation should be fair.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council introduced, by roll call vote, Ordinance No. 2886, increasing compensation for City Council Members effective following the next municipal election in November 2022. The increase would amount to $900 for a total monthly compensation of $1,400.

Vote: 4 - 1 Passed

NAY: Council Member Mick Gallagher

PUBLIC HEARINGS

Resolution No. 8292 Housing Element 2021-2029

Mayor Barich opened the public hearing. Due to property ownership within 500 feet of the proposed rezoning within the East Valley Corridor Specific Plan (EVCSP), Council Member Davis recused herself from this item. Development Services Director Desatnik offered a brief review of the Housing Element Update process and introduced Catherine Lin, Principal Planner, for a detailed presentation of Resolution No. 8292 to adopt the 2021-2029 Housing Element (6th Cycle Update) to the 2035 General Plan, and an Addendum to the previously-certified 2035 General Plan Environmental Impact Report. The update is a required element of the General Plan and on January 11, 2022, the Planning Commission recommended the Council adopt the 2021-2029 Housing Element and the Addendum to the previously-certified General Plan Environmental Impact Report. Using graphs, charts and maps, Ms. Lin highlighted various components of the Housing Element document, including a review of the Regional Housing Needs Assessment (RHNA) Inventory and how the City would reach their assigned goals. Included were sites identified as either vacant or underutilized; accessory dwelling units (ADUs); recently entitled projects and pending projects. The City must always maintain enough sites to meet the RHNA numbers during the planning period and there could be some serious penalties if this was not maintained. The City was unable to adopt the Housing Element and meet the statutory deadline of October 15, 2021, and she explained that when a local government fails to adopt a compliant housing element within 120 days of this statutory deadline, then any rezoning to accommodate the RHNA allocation, must be completed no later than one year from the deadline. If the City was not in compliance, HCD could revoke its finding of substantial compliance pursuant to Government Code.

As public comment, Alan Gotta, longtime property owner on Iowa Street, opposed the rezoning of certain parcels on the west side of town and stated north side parcels near Citrus Valley High School were a more appropriate area to designate for rezoning in order to meet the State's housing requirements. Dennis Bell thought the statistics were gibberish and didn't make sense. One remote attendee and one written comment, from Mitchell Tsai, Attorney representing the Southwest Regional Council of Carpenters (SWRCC), stated that by utilizing a skilled workforce, local economies can benefit through mitigation of greenhouse gases, air quality improvement and a reduction of transportation impacts. With no further comments, Mayor Barich closed the public hearing. Mayor Pro Tem Tejeda urged his colleagues to adopt the Housing Element Update with no further delays.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8292 (General Plan Amendment No. 144) and adoption of the 2021-2029 Housing Element (6th Cycle Housing Element Update) to the 2035 General Plan, and an Addendum to the previously-certified 2035 General Plan Environmental Impact Report.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

NEW BUSINESS

Letter of Support University Village

City Manager Duggan explained the University of Redlands was currently seeking an $18 million state budget allocation for University Village, a 30-acre transit-oriented, multi-use, mixed-income, sustainable community adjacent to the terminus station of the MetroLink commuter train system. The University is requesting the Council approve a letter in support of the University's budget request. The City recognizes that University Village will be an important economic driver for the City while creating a model neighborhood of the future that is self-contained and socio-economically diverse. As public comment, Dennis Bell wondered whether the future housing would truly be affordable.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously authorized, by roll call vote, the issuance of a letter of support for the University of Redlands' State budget request for University Village, a Model Transit-Integrated Neighborhood in Redlands, CA.

Vote: 5 - 0 Passed

Lease Agreement Body Worn Cameras

Police Chief Catren presented the benefits of a five-year lease agreement with Lenslock Inc. for body worn cameras (BWC) in the amount of $478,065. BWC provide officers with a reliable and compact tool to systematically and automatically record their field observations and encounters and the expenditure was included in FY 21/22 budget. Council Member Gallagher requested staff verify the accuracy of the sales tax charge reported in the staff report.

On motion of Council Member Mick Gallagher, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved, by roll call vote, the five-year lease agreement with Lenslock Inc. for body worn cameras in the amount of $478,065.

Vote: 5 - 0 Passed

Ordinance No. 2930 Developments Standards

Development Services Director Desatnik reviewed Ordinance No. 2930, which Council introduced on January 18, 2022. If adopted, the ordinance would amend the Municipal Code by modifying Chapter 18.92.080(B) pertaining to development standards in the C-3, General Commercial District to allow residential density in accordance with the existing provisions of Measure “U,” and modify the parking requirements for mixed use development and multifamily-attached residential development projects located within one-half mile of a train station. In response to Council's direction, Director Desatnik announced that staff has already begun to prepare requests to secure a consultant for a downtown parking study and Mayor Pro Tem Tejeda was very pleased to hear staff has acted so quickly.

As public comment, Richard O'Donnell argued this was not only about parking but also about the voter approved initiative, Measure U. He and Andy Hoder, John Beall, Rosemary Daugherty, Kathleen Beall and Steve Spiller voiced opposition to the ordinance and reducing parking requirements. They were against giving the developers a break, were perplexed with the lessening of parking, and they thought it didn't make sense because not everyone will walk

or cycle to the area. Director Desatnik responded to the comments by explaining the goal of the ordinance was not to eliminate parking but rather to match the demand with specific projects in the downtown. Council Member Gallagher reiterated his concerns expressed during the last Council meeting, saying he was still uncomfortable reducing parking requirements. Mayor Pro Tem Tejeda pointed out that developers are obligated to provide sufficient parking for their specific development project.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council adopted, by roll call vote, Ordinance No. 2930 (Ordinance Text Amendment No. 360), to amend Title 18 of the Redlands Municipal Code by modifying Chapter 18.92.080(B) pertaining to developments standards in the C-3, General Commercial District to allow residential density in accordance with the existing provisions of Measure "U," and modify the parking requirements for mixed use development and multifamily-attached residential development projects located within one-half mile of a train station.

Vote: 3 - 2 Passed

NAY: Mayor Paul Barich
Council Member Mick Gallagher

Software Licensing and Consulting Services Agreement

Eric Owens, Network Engineer, summarized an agreement with LiftOff LLC for the provision of software licensing and consulting services. The cloud-based platform would eliminate two existing servers, saving resources and IT staff time normally spent maintaining those on-premise servers. Other benefits of the Microsoft Office 365 model include, advanced data loss prevention features; enhanced security features from Microsoft to help thwart computer hacking attempts; and improved archiving capabilities in support of the City's data retention policies.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the agreement with LiftOff LLC for the provision of software licensing and consulting services in the amount of $160,000 for the initial term, with an option for four additional extension terms, each in the amount of $130,000 bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $680,000.

Vote: 5 - 0 Passed

Contract Award 2021 CIP Water Pipeline Replacement Project

Municipal Utilities and Engineering Director Harris provided details of a construction contract with Borden Excavating, Inc. for the 2021 CIP Water Pipeline Replacement Project in an amount not to exceed $3,555,000. The project will replace approximately four miles of aging and deteriorated water pipelines. Each year, as part of regular maintenance efforts, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City. These pipelines are selected based on maintenance history, inspection records, and coordination with future paving improvements.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, approval of a Construction Contract and construction of the 2021 CIP Water Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act; approved the 2021 CIP Water Pipeline Replacement Project plans and specifications; and awarded a Construction Contract to Borden Excavating Inc. in an amount not to exceed $3,555,000.

Vote: 5 - 0 Passed

SBCTA Cooperative Agreement Amendment I-10 University Street Interchange Project

Municipal Utilities and Engineering Director Harris explained the need to amend the City's Cooperative Agreement with San Bernardino County Transportation Authority (SBCTA) for the Interstate 10 at University Street Interchange project. In May 2019, SBCTA informed the City that an amendment to the Cooperative Agreement would be needed as the total project cost for the Project had increased from $5.2 million to $5,812,935. The City's financial obligation for this request (17.9%) is $137,830. Approval of this request is reasonable and necessary to avoid delay-related construction costs in the future. Increases were seen in the following areas: planning and design stage costs; project management costs; and additional University Street pavement improvements as required by Caltrans.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, approval of the amendment to the Cooperative Agreement with SBCTA for the Interstate 10 at University Street Interchange Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; approved the Second Amendment to the Cooperative Agreement with SBCTA for the I-10 University Interchange Project; and approved an additional appropriation of $137,830.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

There were no Council Member reports presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:28 P.M. The next regular meeting of the City of Redlands City Council will be held on February 15, 2022.

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

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of December 7, 2021, were approved, by roll call vote.

Vote: 4 – 1 Passed
ABSTAIN: Board Member Gallagher

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:29 P.M. The next regular meeting of the Agency will be held on March 1, 2022.

"A City That Works"

City Council Meeting **H. 2.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8304 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. 8304.

DISCUSSION:

On February 1, the City Council adopted Resolution No. 8301 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 March 2, 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. 8304, the City Council is reaffirming its findings and compliance to AB 361 for an additional 30 days ending March 17, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8304 Teleconference Meeting

RESOLUTION NO. 8304

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) March 17, 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 15th day of February, 2022.

ATTEST: Paul T. Barich, Mayor

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **H. 3.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8305 opposing the Taxpayer Protection and Government Accountability Act (Initiative 21-0042 A1) (Assistant City Manager McConnell)

MOTION(S):

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

I move that the City Council approve Resolution No. 8305 opposing the Taxpayer Protection and Government Accountability Act (Initiative 21-0042 A1).

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8305 opposing the Taxpayer Protection and Government Accountability Act (Initiative 21-0042 A1).

DISCUSSION:

Cal Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose the Taxpayer Protection and Government Accountability Act (Initiative 21-0042 A1). In order to further strengthen this coalition, Cal Cities is requesting cities adopt resolutions to demonstrate how harmful this measure would be to their community and the people of California. Adoption of Resolution No. 8503 would add Redlands to the coalition in opposition to this harmful measure.

BACKGROUND

In 2018, the Tax Fairness, Transparency and Accountability Act, was being circulated to qualify for the November 2018 ballot. This initiative would have drastically limited local revenue authority. Through the successful work and advocacy of the League of California Cities (Cal Cities) and its coalition, the

measure's proponents withdrew the initiative from the ballot in June 2018.

On Jan. 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or AG# 21-0042A1. This measure is far more detrimental to cities than the measure filed in 2018 because it would decimate vital local and state services to the benefit of wealthy corporations. The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable. Specifically, the measure will:

1. Limit voter authority and accountability
    - Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
    - Invalidates the Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

2. Restrict local fee authority to provide local services
    - Impacts franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
    - Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

3. Restrict authority of state and local governments to issue fines and penalties for violations of law
    - Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

4. Restrict local tax authority to provide local services
    - Requires voter approval to expand existing taxes to new territory or expanding the base.
    - City charters may not be amended to include a tax or fee.
    - New taxes can be imposed only for a specific time period.
    - Taxes adopted after Jan. 1, 2022, that do not comply with the new

rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

ALTERNATIVES:

City Council could elect to not approve Resolution No. 8305

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
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with the approval of Resolution No. 8305.

Attachments

Attachment A - Resolution No. 8305

RESOLUTION NO. 8305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS OPPOSING THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT (INITIATIVE 21-0042A1)

WHEREAS, an association representing California's wealthiest corporations is behind a deceptive proposition aimed for the November 2022 statewide ballot; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands to oppose Initiative 21-0042A1; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Redlands will join the NO on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

ADOPTED, SIGNED AND APPROVED this 15th day of February, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **H. 4.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding for Equipment Sharing between the City of Redlands and the Big Bear Fire Authority, a California Joint Powers Authority, doing business as the Big Bear Fire Department, for the loan of an Alternate Transport Vehicle (Interim 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 a Memorandum of Understanding for Equipment Sharing between the Big Bear Fire Authority, a California Joint Powers Authority, doing business as the Big Bear Fire Department, and the City of Redlands for the loan of an Alternate Transport Vehicle.

RECOMMENDATION:

Staff recommends the City Council approve a Memorandum of Understanding for Equipment Sharing with the Big Bear Fire Authority, doing business as the Big Bear Fire Department, for the loan of an Alternate Transport Vehicle.

DISCUSSION:

The Redlands Fire Department is committed to providing reliable and professional Emergency Medical Services (EMS) to the citizens of the Redlands community. While the Redlands Fire Department is a non-transport agency, Fire personnel work closely with American Medical Response (AMR) personnel in treating patients on scene. AMR personnel then transport patients to local hospitals when necessary. Due to the COVID-19 pandemic and other factors, AMR has been experiencing staffing challenges resulting in significant ambulance delays. This issue has prompted several San Bernardino County cities to place their own Alternate Transport Vehicles, staffed with their

personnel, in service to mitigate ambulance delays within their service areas.

The Redlands Fire Department is now seeking the ability and resources to place an Alternate Transport Vehicle (ATV) to serve the Redlands community. Consequently, the Big Bear Fire Authority currently owns a 2014 McCoy Chevrolet G3500 and has agreed to loan the vehicle to the Redlands Fire Department to use for this purpose. Under the Inland Counties Emergency Medical Agency's (ICEMA) emergency directive, the ATV will be used when an Advanced Life Support or Basic Life Support ambulance is unavailable or has a significant delay of more than 9 minutes and 59 seconds. Placing an ATV in service within the Redlands community will ensure residents and non-residents are better served during emergency situations that require transport to a local hospital.

Staff is seeking approval of a Memorandum of Understanding (MOU) for equipment sharing for the loan of an ATV from the Big Bear Fire Authority. Under the terms of the MOU there is no cost to the City to use the loaned vehicle as an ATV, however, the MOU serves to formalize and identify what the City is responsible for with regard to maintenance of the vehicle, and the provision of liability insurance.

ALTERNATIVES:

Not approve the Memorandum of Understanding for Equipment Sharing for the loan of an Alternate Transport Vehicle from the Big Bear Fire Authority.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rich Sessler, Interim 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 cost to the City for the use of the Equipment except for any, and all costs related to the responsibilities listed in Section 5 of the
MOU regarding minor maintenance and the provision to liability insurance.

Attachments

ICEMA Directive
MOU

Inland Counties Emergency Medical Agency
1425 South D Street, San Bernardino, CA 92415-0060 ▪ (909) 388-5823 ▪ Fax (909) 388-5825 ▪ www.icema.net

Serving San Bernardino, Inyo, and Mono Counties
Daniel Munoz, Interim EMS Administrator
Reza Vaezazizi, MD, Medical Director

Effective Date: September 30, 2021
Expiration Date: September 30, 2022
Supersedes: NA

ICEMA EMERGENCY DIRECTIVE #2021.09.30

Whereas a State of Emergency exists in San Bernardino County as a result of the threat of COVID-19; and

Whereas despite sustained efforts, COVID-19 continues to spread and is impacting all cities and unincorporated areas of San Bernardino County; and

Whereas it is imperative that First Responder agencies and transport providers maximize the number of available resources to maintain the ability to meet the anticipated response needs.

IT IS HERBY DIRECTED THAT:

1. Implementation will span across all Operational Areas within the County of San Bernardino.
    a. Response plans may not have a transport provider assigned to the initial dispatch.
2. Dispatch Centers may send the closest most appropriate ICEMA approved ambulance without concern for jurisdictional boundaries.
    a. Non-ambulance alternate transport vehicles may be utilized if:
        (1) Dispatch Centers are unable to fill the incident request with an ALS ambulance, an assistance by hire ALS ambulance or a BLS ambulance.
        (2) On scene crew has a critical patient where an ambulance is unavailable, has no ETA, or an extended ETA.
3. Consideration may be given to rescind or modify this directive if:
    a. After 48 hours of decreased call volume.
    b. Restoration of adequate staffing levels.
4. This directive will expire with the termination of the Local Medical Emergency.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BIG BEAR FIRE DEPARTMENT AND THE CITY OF REDLANDS REGARDING EQUIPMENT SHARING

This Memorandum of Understanding for Equipment Sharing ("MOU") is dated this ("Effective Date") and is entered into by and between the Big Bear Fire Authority, a California Joint Powers Authority, doing business as the Big Bear Fire Department (the "BBFD"), and the City of Redlands (the "CITY"). The BBFD and the CITY may be referred to herein individually as a "Party" and, together as the "Parties."

RECITALS

WHEREAS, the BBFD owns certain equipment including a McCoy Miller 2014 Chevrolet G3500; VIN# 1GB3G2CL6E1186885 (the "Equipment") used as part of its operations; and

WHEREAS, the BBFD desires to loan the Equipment to the CITY in emergency situations or when the Equipment is needed in the interest of public safety; and

WHEREAS, the CITY desires to borrow the Equipment in emergency situations and, in the case of non-emergency situations, where it would be beneficial to use the Equipment in the interests of public safety; and

WHEREAS, cooperation between the BBFD and the CITY will promote the efficient use of public resources managed by the BBFD; and

WHEREAS, sharing Equipment with the CITY is intended to increase public safety, as well as the residents of and visitors to the CITY and would have only incidental or nominal benefits to any private parties; and

WHEREAS, the BBFD and the CITY execute this MOU for the purpose of formalizing the terms and conditions governing the sharing of the Equipment;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The above-recitals are true and correct and are hereby incorporated into this MOU by this reference.

Section 2. Term. The term of this MOU shall commence on its Effective Date and shall continue in effect until terminated pursuant to Section 9 of this MOU.

Section 3. Authority. Unless otherwise specified herein, all authority to act on behalf of the BBFD pursuant to this MOU shall be exercised by Fire Chief Jeff Willis, or his designee.

Unless otherwise specified herein, all authority to act on behalf of the CITY pursuant to this MOU shall be exercised by Interim Fire Chief Rich Sessler or his designee.

Section 4. Equipment.

A. The CITY shall be permitted to use, operate, and transport the Equipment on an "as-needed" basis as requested by the CITY, and approved by the BBFD, when not otherwise needed for other BBFD purposes. The CITY recognizes that the BBFD's use of the Equipment may preclude the use of the Equipment by the CITY, and in such cases the BBFD may deny the request to use the Equipment or demand the immediate return of the Equipment in the possession of the CITY, in the BBFD's sole and absolute discretion.

B. Request for Use of Equipment. Those designated in this MOU with the authority to act on behalf of either Party shall work together to coordinate certain procedures to govern requests by the CITY to use the Equipment, especially for when the Equipment is needed in emergency situations. In non-emergency situations, the CITY shall request use of the Equipment as far in advance as possible by notifying the BBFD of the need for the Equipment.

C. Use of Equipment. The CITY shall not permit any individual to use, operate or transport the Equipment unless that individual is properly trained and authorized to do so. The CITY shall use the utmost care in using, operating, or transporting the Equipment. If the Equipment breaks or experiences other mechanical problems while in the possession of the CITY, the CITY shall immediately notify the BBFD of the problem.

D. Returning Equipment. The CITY shall notify the BBFD before borrowing the Equipment of when it will return Equipment, or in the case of emergency situations, the CITY shall keep the BBFD updated on when the Equipment will be returned. In the event that the BBFD demands the immediate return of the Equipment then in the possession of the CITY, the CIITY shall immediately make the Equipment available to the BBFD.

Section 5. CITY Responsibilities. The CITY shall be solely responsible for all of the following, including, without limitation, any accompanying cost or expense:

A. Transporting the Equipment to and from the BBFD facilities housing the Equipment.

B. Performing routine inspections and minor maintenance on Equipment when used by the CITY, including, but not limited to, oil, mechanical fluids, operations, fuel, and safety checks.

C. Providing satisfactory proof of liability or other insurance of the types and in the amounts as required by this MOU.

D. Bearing sole and absolute responsibility for any and all loss of or damage to the Equipment occurring while in possession and control of the CITY, customary wear and tear excepted. The CITY shall pay the BBFD for any and all costs associated with repairing damage to the Equipment occurring while in the possession or control of the CITY if demanded by the BBFD, customary wear and tear excepted, within thirty (30) days upon receipt by the CITY of a written invoice accounting for such costs of repair. The CITY shall pay the BBFD for any and all costs associated with reasonably replacing the Equipment in the event of complete loss of the Equipment occurring while in the possession or control of the CITY, if demanded by the BBFD, within thirty (30) days upon receipt by the CITY of a written invoice accounting for such costs of replacement.

E. Refueling Equipment to, at minimum, the level existing at the time the CITY takes control of the Equipment.

F. Storing Equipment overnight at secure facilities owned and controlled by the CITY when the CITY is in possession and control of the Equipment, when such storage is otherwise requested by the BBFD, or when such storage is convenient to the CITY and approved in advance by the BBFD.

Section 6. Cost. The CITY shall pay no compensation for the use of the Equipment except for any, and all costs related to the responsibilities listed in Section 5 of this MOU.

Section 7. Indemnification. To the fullest extent permitted by law, the CITY (the "Indemnifying Party) shall defend, indemnify and hold the BBFD (the "Indemnified Party") and its directors, officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including reasonable attorneys' fees and other related costs, in law or equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, the use, operation or transportation of the Equipment, or this MOU, except for such loss or damage arising from the willful misconduct of the Indemnified Party. The Indemnifying Party shall defend, at the Indemnifying Party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers, with counsel reasonably approved by the Indemnified Party. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers, in any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Party or its directors, officials, officers, employees, and volunteers. This indemnity provision shall survive the termination of this MOU.

Section 8. Insurance.

A. Time for Compliance. The CITY shall not use, operate or transport the Equipment under this MOU unless and until it has provided evidence satisfactory to the BBFD that it has secured all insurance required under this section, or that it is self-insured to the satisfaction of the BBFD.

B. Minimum Requirements. The CITY shall, at its expense, procure and maintain for the duration of this MOU insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by the CITY, its elected and appointed officials, officers, employees, and volunteers. Such insurance shall meet at least the following minimum levels of coverage, or the CITY shall be self-insured to the satisfaction of the BBFD:

i. Minimum Limits of Insurance. The CITY shall maintain limits no less than: (1) General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this MOU or the general aggregate limit shall be twice the required occurrence limit. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

ii. Endorsements. Each policy shall be endorsed to state that: (1) the BBFD and its directors, officials, officers, employees, and volunteers shall be covered as additional insured with respect to the use, operation or transport the Equipment performed by or on behalf of the CITY; and (2) the insurance coverage shall be primary insurance as respects the BBFD and its directors, officials, officers, employees, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of BBFD's scheduled underlying coverage. Any insurance or self-insurance maintained by the BBFD and its directors, officials, officers, employees, and volunteers shall be excess of such insurance obtained by the CITY and shall not be called upon to contribute in any way. The insurer shall agree to waive all rights of subrogation against the BBFD and its directors, officials, officers, employees, and volunteers for losses paid under the terms of the insurance policy which arise from the use, operation or transport of the Equipment by the CITY. Each insurance policy shall also be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BBFD as applicable; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BBFD and its directors, officials, officers, employees and volunteers. There shall be no cross-liability exclusion for claims or suits by one insured against another.

Requirements of specific coverage features, or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance.

Section 9. Termination. This MOU shall be effective as of its Effective Date, and shall continue until terminated by either Party by giving at least thirty (30) days advance written notice of the effective date of termination.

Section 10. 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:

If to the BBFD: Big Bear Fire Department
41090 Big Bear Blvd. Big Bear Lake, CA 92315
Attn: Fire Chief Jeff Willis

If to the CITY: Redlands Fire Department
35 Cajon St. Suite 12
Redlands, CA 92373
Attn: Interim Fire Chief Rich Sessler

Section 11. Miscellaneous Terms.

A. Representation and Warranties. The BBFD and the CITY have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

B. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

C. Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent, or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of, any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

D. Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

E. Legal Compliance. The Parties shall comply with all applicable Federal, State, and local laws and regulations related to the transactions set forth in, or referenced by, this MOU.

F. Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation, or any other entity, shall be made or be valid against the BBFD or the CITY.

G. Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

H. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein, and shall supersede and replace any and all other prior understandings, correspondence, and agreements, oral or written, between the Parties with respect thereto. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.

I. Assignment or Transfer. The CITY shall not assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the BBFD. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

J. Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

K. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable, and shall be interpreted to carry out the intent of the Parties hereunder.

L. Cooperation: Further Acts. The Parties shall reasonably 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 MOU.

M. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

SIGNATURE PAGE
TO
MOU BETWEEN THE BIG BEAR FIRE DEPARTMENT AND THE REDLANDS FIRE DEPARTMENT REGARDING EQUIPMENT SHARING

IN WITNESS WHEREOF, the Parties have executed this MOU for Equipment Sharing as of its Effective Date.

Big Bear Fire Authority, a
California Joint Powers Authority,
dba Big Bear Fire Department

By: _____
Jeff Willis, Fire Chief

Date: _____

City of Redlands

By: _____
Paul T. Barich, Mayor

Date: _____

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **H. 5.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement to transfer a retired Redlands Police dog to Joseph Valdivia (Police Chief Catren)

MOTION(S):

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

I move to approve an agreement to retire the Redlands Police Department's narcotic detection and apprehension dog "Duke" and sell him to Joseph Valdivia, the handler, for the sum of one dollar.

RECOMMENDATION:

Staff recommends Council approve an agreement to retire the Redlands Police Department's narcotic detection and apprehension dog "Duke" and sell him to Joseph Valdivia, the handler, for the sum of one dollar.

DISCUSSION:

Since 2016, Duke has served the Redlands Police Department in the dual capacity of an apprehension dog cross-trained in narcotics detection. Duke was certified through Goldstone K9 and holds his annual certification through California Canine Association. During Duke's career as a police canine, he's credited with persuading 42 suspects to surrender, effectuating 7 apprehensions, and detecting over 85 pounds of controlled substances in a variety of locations and amounts. Duke has also trained with and supported the SWAT team.

The average working police canine's career is approximately five years, and Duke is going on his 6th year. Duke's handler Joseph Valdivia was recently rotated out of his K9 Handler assignment and into the Investigative Services Bureau. Since then, Duke has not performed any apprehensions or narcotic

detections. There is a very low likelihood of success of reassigning Duke to another handler. Furthermore, due to Duke's age and service time, it would not make sense to invest the time and training to make such an attempt. Duke and his handler have developed a strong relationship over the years, and his handler has offered to adopt him.

Staff recommends that the City Council retire Duke and sell him to Detective Joseph Valdivia for the sum of one dollar ($1).

ALTERNATIVES:

Do not approve the Agreement.

STRATEGIC PLAN:

N/A

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:
Stephen Crane, Commander

Fiscal Impact

Fiscal Year:	21/22
Revenue Generating:	NO
Appropriation Required Y/N:	NO
Amount:	General Fund would experience an increase of $1.
Budgeted Y/N:	NO
Discussion:	

Attachments

CITY OF REDLANDS

"RETIRED" POLICE DOG
RELEASE, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT

This Release, Waiver of Liability and Indemnification Agreement ("Agreement") is made and entered into as of the date indicated below by and between and City of Redlands, a municipal corporation ("City") and **Joseph Valdivia** ("Police Officer") as follows:

The City of Redlands hereby transfers ownership of **DUKE** ("Retired Police Dog"), a trained police dog, to Police Officer, and will not require the Retired Police Dog's future services as a part of the Redlands Police Department's K-9 Unit. In consideration, Police Officer agrees to assume full responsibility, ownership and control of the Retired Police Dog (including its food, shelter, veterinary needs, and any other expenses related to the Retired Police Dog's care and upkeep), and agrees to the following waiver, release, and agreement to indemnify City, its officials, officers, employees and agents (collectively the "Indemnified Parties").

1. **Waiver and Release** Police Officer hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, causes of action, and other means of recovery, of whatever nature, for injuries to persons (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of, or in any way related to, the Retired Police Dog from and after the date of this Agreement. Police officer expressly acknowledges that he or she is familiar with Section 1542 of the California Civil Code which provides:

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

Police Officer expressly waives and relinquishes any right and benefit which he or she may have under Section 1542 of the California Civil Code, or any State or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. Police officer understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

2. **Indemnity and Hold Harmless.** Police Officer shall indemnify, defend (with legal counsel selected by City) and hold the Indemnified Parties, and each of them, harmless from and against any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise) demands, claims and causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Retired Police Dog from the date of this Agreement.

3. **Notice of Claims.** Police Officer shall provide written notice to City within ten (10) days of the service on or delivery to Police Officer of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement.

4. **Interpretation and Severability.** Police Officer further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Retired Police Dog occurring before the date of this Agreement.

Police Officer represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into the Agreement voluntarily.

Name of Police Officer (print): _____

Address: _____

Signature _____ Date: _____

Notary's Acknowledgement Required

ASSET RETIREMENT FORM

I am requesting approval to dispose of (retire) the following assets in the manner listed below:

Description of Property	Owned by Which Department	Method of Retirement
Police K9 Dog DUKE	Redlands Police Department	Sold to Handler for $1.00

Signed:

Christopher R. Carter 1/12/2022

Department Head Date

Reviewed and Approved:

Finance Director Date

Reviewed and Approved:

City Manager Date

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Redlands Regular Meeting of 02-15-22

"A City That Works"

City Council Meeting **H. 6.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8300 approving the destruction of certain public records (Police Chief Catren)

MOTION(S):

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

I move to approve Resolution No. 8300.

RECOMMENDATION:

Staff recommends that Council approve Resolution No. 8300, approving the destruction of certain public records.

DISCUSSION:

Resolution No. 6576, a resolution of the City Council of the City of Redlands Adopting Regulations Governing the Retention and Disposition of Records, was adopted by the City Council on February 20, 2007. The resolution establishes a records retention and destruction policy to meet the City's requirements under the law and to provide staff with a thorough and useful tool to manage, retain and dispose of public records.

In accordance with Resolution No. 6576, Exhibit A Section 6.02 Approval by City Council and City Attorney is Required When Public Records Are Destroyed Without Making a Duplicate Record, an application by the Redlands Police Department requesting the destruction of public records was submitted to the City Attorney for review and has been approved by him for consideration by the City Council. A description of the records is included as Exhibit "A" to Resolution.

ALTERNATIVES:

Do not approve Resolution No. 8300.

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. Document destruction costs are included as routine expenses in the department's budget.

Attachments

Resolution 8300

RESOLUTION NO. 8300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DESTRUCTION OF CERTAIN PUBLIC RECORDS

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 6576 on February 20, 2007, which established regulations governing the retention and disposition of records; and

WHEREAS, in accordance with the requirements of Resolution No. 6576, the Redlands Police Department has submitted an application for the destruction of certain public records which are described in Exhibit "A" to this Resolution;

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

Section1. That the application for the destruction of public records as described in Exhibit "A" is hereby approved.

ADOPTED, SIGNED AND APPROVED this 15th day of February, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

[ATTACHED]

REQUEST TO DESTROY
PUBLIC RECORDS

Requesting Department/Division: Police	Request Date: 01/31/2022
Requester's Name and Job Title: Sean Flynn, Sergeant	
Requesters Signature:	
Department Head Signature: ☒ Approved, by:	
Description of Records: Internal Investigations & Administrative Investigations	
Location of Records: Redlands Police Department	
Number or Quantity of Records to be destroyed: 57 (7 Citizen Complaints, 1 Administrative Investigation, 1 Firearms Discharge, 5 Pitchess Motions, 2 Employee Consultations, 32 Uses of Force, 1 Vehicle Accident, 8 Vehicle Pursuits)	
This request is to destroy the: ☒ ORIGINALS ☐ DUPLICATES ☐ BOTH (Originals & Duplicates)	
Dates of each record or inclusive dates of each record series: All complaint investigations completed before 01/31/2017 All administrative investigations completed before 01/31/2020	
This request is approved by City Council on: _____ Mayor of the City of Redlands ATTEST: _____ City Clerk And approved by the City Attorney on: _____ City Attorney	
NOTE: Attach the department head Certification to this request when submitting for approval.	

J:\Forms\Destroy Public Records\Form - Request to Destroy Public Record

Certification to be attached to "Request to Destroy Public Records"

The undersigned hereby certifies as follows:

1. That the record(s) to be destroyed is/are under the management or control of the department head;
2. That to the best of his/her knowledge, the descriptive titles, information and classifications contained in the attached request form are true and accurate;
3. That the minimum retention time periods required by the regulations contained in Resolution No. 6576 have been satisfied for all records included in the attached request form;
4. That retention of the record is no longer required for the operation of the department, or to satisfy a City Council policy adopted by resolution, or a City Council request, or by the city for administrative, historical, research, fiscal, legal or cultural purposes;
5. That the destruction or other disposition of the record will not violate state law, city regulations, or other applicable law; and
6. That it is a recommendation by the head of the applicable city department that the record(s) should be destroyed.



(Department head or authorized designee)

Date

The following files:

Citizen Complaint Investigations: PS2015-014, PS2016-001, PS2016-003, PS2016-004, PS2016-006, PS2016-007, PS2016-008

Administrative Investigation: 130052221

Employee Consultations: 09/29/2016, 07/07/2019

Firearms Discharge Investigations: PS2019-003

Pitchess Motions: PM2019-001, PM2019-002, PM2019-003, PM2019-004, PM2019-005

Use of Force Investigations: UOF2018-045, UOF2018-054, UOF2019-001, UOF2019-010, UOF2019-011, UOF2019-012, UOF2019-013, UOF2019-014, UOF2019-015, UOF2019-016, UOF2019-017, UOF2019-018, UOF2019-019, UOF2019-020, UOF2019-021, UOF2019-022, UOF2019-023, UOF2019-024, UOF2019-025, UOF2019-026, UOF2019-027, UOF2019-028, UOF2019-029, UOF2019-030, UOF2019-031, UOF2019-032, UOF2019-033, UOF2019-034, UOF2019-035, UOF2019-036, UOF2019-038, UOF2019-039

Vehicle Accident Investigations: TC2019-001

Vehicle Pursuits: PU2015-011, PU2016-003, PU2019-003, PU2019-004, PU2019-005, PU2019-006, PU2019-007, PU2019-008

"A City That Works"

City Council Meeting **H. 7.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $91,943 related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 22, 2022, through April 24, 2022; authorize the sale and consumption of alcoholic beverages at the event; and 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 (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 the authorization for the sale and consumption of alcoholic beverages during the Redlands Bicycle Classic to be held April 22 through April 24, 2022, is categorically 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 authorize and approve a request for in-kind support in the amount of $91,943 related to this event; and

3. I move to authorize the sale and consumption of alcoholic beverages during The Redlands Bicycle Classic event to be held on April 22, 2022, through April 24, 2022.

RECOMMENDATION:

Staff recommends the City Council determine that the sale and consumption of alcoholic beverages at the Redlands Bicycle Classic is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act, that the City Council direct staff accordingly concerning the request for in-kind support, and authorize the sale and consumption of alcoholic beverages during the Redlands Bicycle Classic event.

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 Redlands Bicycle Classic Inc. (Bicycle Classic) is requesting in-kind support related to Police, Fire, and Facilities and Community Services personnel and the rental of barricades for the Bicycle Classic event to be held from April 22-24, 2022. The Bicycle Classic is a registered 501(c)(4) non-profit organization operating out of Redlands and has held the race and expo event locally for the past 34 years. The current fee waiver request indicates 30,000 anticipated participants and spectators. The application suggests the positive outcome for the Bicycle Classic as providing local service clubs and organizations an opportunity to raise funds for charity, bringing revenue to local businesses, and notoriety to the City through the hosting of a top-tier event. The indicated economic benefit is the use of local hotels, restaurants, and stores by participants and spectators.

The City Council has approved in-kind support requests for past annual Bicycle Classic events. A summary of the costs is included in the Fiscal Impact section of this report.

The sale and consumption of alcoholic beverages at 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. The request is consistent with this exemption as it includes permitting alcohol service within an existing public park.

ALTERNATIVES:

The City Council may deny the request for in-kind support or provide alternative direction to staff.

STRATEGIC PLAN:

Supports Focus Area B - Economic Development
Supports Objective B-2 Tourism: Increase Tourism by marketing Redlands as a destination

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:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2021-22

Amount: $91,943

Budgeted Y/N: N

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 in-kind support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2019 Amount
Police Personnel[1]	$69,491	Hard Cost	$42,489
Fire Personnel	$19,690	Hard Cost	$19,689
Fire Equipment	$400	Soft Cost	$400
Facilities & Community Services Personnel[1]	$2,112	Hard Cost	$2,112
Facilities & Community Services Equipment	$250	Soft Cost	$250
Personnel & Equipment Subtotal	**$91,943**		**$64,940**
Fees Established by City Council Resolution			
	N/A		N/A
Fees Subtotal	**N/A**		**N/A**
Total Departmental Charges and Fees	**$91,293** (hard) **$ 650.00**(soft) **$91,943** (Total)		**$64,290** (hard) **$ 650.00**(soft) **$64,940** (Total)

[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 in-kind support approved for events scheduled during Fiscal Year 2021-22 to date:

TABLE 2: FY 2021-22 In-kind Support Requests to date

Hard Costs	Soft Costs	Deposits Refunded	In-Kind Support Amount	Net Amount
$63,867	$2,510	$1,600	$67,976	$66,376

Attachments

A. In Kind Support letter of request

B. Proof of nonprofit status

City of Redlands
P. O. Box 3005
Redlands, CA 92373

Dear Mayor Barich and Council Members:

On behalf of the Redlands Bicycle Classic Committee, we are excited to approach the City of Redlands with our intent to conduct the Redlands Bicycle Classic from April 20-24, 2022. After a two-year hiatus due to the COVID pandemic, we are thrilled to return one of Redlands' flagship community events to the city. Certainly, the world looks different "post-pandemic," however, we remain committed to hosting this nationally renowned cycling competition and community event in a safe and responsible manner, while bringing recognition and revenue to our city. In exchange, we are soliciting the in-kind support of the City's leadership through their waiver of the costs and fees associated with our event.

We fully understand and support the City Council's focus on fiscal responsibility. With that, we remain confident that you will continue to see that the value of the Redlands Bicycle Classic far exceeds the costs incurred. We applaud the Council for seeing past the initial costs on paper and recognizing the true value of investing in community events that make Redlands the jewel of the Inland Empire and a place we are all proud to call home. In terms of value, we realize it is very difficult to quantify a specific dollar amount associated with many of the benefits this event provides. However, I would like to take a moment to share the following perspective on what the Redlands Bicycle Classic means to our community.

Value to the City of Redlands

The positive exposure to the city is extensive and difficult to measure. Marketing of the Redlands Bicycle Classic translates into marketing the City of Redlands. Our in-kind media sponsor partnerships include a large cross section of all media capacities and our message reaches hundreds of thousands of viewers, with total media impressions in the millions. Our partnerships with twelve inland area radio stations and local news groups, including the Redlands Community News, San Bernardino Sun and Redlands Magazine focus on inviting spectators to come to Redlands to enjoy our famous hospitality, while watching an exciting world-class event and inviting them to patronize our local hotels, restaurants and stores. Additionally, the RBC is covered by every local news organization in an editorial capacity with stories and images from each day's events. The Redlands Bicycle Classic is well known throughout the media circles and it is a "must cover" event. We have worked diligently to increase the exposure for the City of Redlands through the Classic.

Value to local businesses

As recognized by the Redlands Chamber of Commerce and several local businesses that sponsor the Classic, many Redlands businesses benefit from the participants, their families and spectators who travel here from out of the area. Whether they are staying in their hotels, dining in their restaurants, purchasing fuel, or shopping in their stores, Redlands businesses enjoy an uptick in business when the Classic comes to town.

Value to the community

In addition to providing the United States with a top-notch professional cycling event, the Redlands Bicycle Classic provides so much more. We offer the opportunity for people of all ages to experience the thrill of an exceptionally organized event. Whether you are three or eighty-three, you can race in the Classic. Our public races showcase future cycling talent and encourage positive activities and healthy living for our youth. In 2019, we partnered with the "Plain Wrap Ride" to bring another cycling event downtown and nearly 400 people attended. This year, the "Plain Wrap Ride" will occur on Saturday morning, and we are in the process of developing a "gravel ride" that will start and finish in the downtown area on Sunday morning.

Our partnership with PossAbilities, an outreach program at Loma Linda University Medical Center, will grow this year as we host one of only two internationally sanctioned hand-cycle events in the US. This national qualifying event will propel our race to the highest level of paracycling. We will also continue our "School Duel" public races, encouraging children to get out and ride. Through participation in the "Fit Lifestyle" quiz, any child completing the online "quiz" will have the ability to participate in the public races free of charge. Our school visit program allowed professional cycling teams to visit 30 schools and see 13,000 children in 2019.

Finally, the Redlands Bicycle Classic has become a tradition for many local service clubs and non-profit groups. Our Expo area, located atop the parking structure, affords groups an opportunity to raise funds for their various causes through sales of food, beverage and other items. Additionally, some clubs volunteer their services to the Classic, and they are rewarded with a financial contribution from the Classic. As you can see, all funds are invested back into the community.

I know the Council is very familiar with the approach our group takes towards fiscal responsibility and reducing costs to the City. We have worked diligently with each of the city departments to minimize the impact the event has on their operations. We provide Race Marshals to reduce traffic control expenses by the Police Department. We provide doctors from Loma Linda Medical Center to lessen the impact on the Fire Department. Our volunteers pick up and return signs, barricades, and cones to reduce costs for the Quality of Life Department.

In a community already rich with tradition and history, it is tough to find an event that adds value. However, the Classic has consistently met this challenge for the past 35 years, and Redlands can be proud to claim the Bicycle Classic. Racers and teams throughout the country simply refer to the event as "Redlands." As one of the premier stage races in North America, please make no mistake about it – your support of the Redlands Bicycle Classic over the past 35 years has been nothing short of extraordinary.

As we embark upon the 36th edition (or 38th depending on how you count the past two years) of this event, your support and investment are key in the continued success of the Redlands Bicycle Classic. We feel strongly that the Classic is a part of what makes Redlands special, and we are very proud to be a part of making this community a wonderful place to call home. In closing, on behalf of the over community 500 volunteers that make up our team, I thank you for your continued support and look forward making YOUR Redlands Bicycle Classic a success in 2022.

Sincerely,

Marc Shaw, Executive Director
Redlands Bicycle Classic, Inc.

City of Redlands *In-Kind Support Request*

Event Name: Redlands Bicycle Classic

Event Date(s): April 22-24, 2022 **Location(s):** Various locations (downtown, Sunset, etc)

Rain Out Date: None **Beginning Time:** 1700-April 22nd **End Time:** 2100-April 24th

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.

The all volunteer board of the Redlands Bicycle Classic Committee respectfully requests city fees be supported in-kind for the 2022 Redlands Bicycle Classic. Please refer to the attached letter for additional specific information.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — 100 cones, 300 barricades, 15 signs
- [x] Police (*Public Safety Personnel)* — Friday (5), Saturday (6), Sunday (15) plus volunteer staff
- [x] Fire (*Paramedics, Inspectors)* — Paramedics - Saturday (2) and Sunday (2). RBC will provide medical race staff.
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Parking structure located on Citrus Avenue between 5th and 6th streets.

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 — Use of the city stage from April 20th-24th

Group/Organization Name: Redlands Bicycle Classic, Inc.

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 33-0231753

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

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

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

Primary Contact Name & Title: Marc Shaw, Executive Director

Mailing Address: P.O. Box 7880 Redlands, CA 92375

Phone Number: 909-963-9099 **E-Mail Address:** mshaw@redlandsclassic.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	This event provides local service clubs and organizations with an opportunity to raise funds for charity and brings revenue to local businesses and the city. The event also brings recognition to the city through its hosting of a world-renowned cycling event.
Describe what economic benefit and impact this event will bring to the City:	With approximately 30,000 attendees, local businesses will see an increase in revenue. Spectators and participants will shop in local stores, dine in local restaurants and spend money throughout the city.

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	30,000	30,000	100
Attendance: Non-Residents	7,500	7,500	100
Food & Beverage Sales	N/A	N/A	$20,000 to service clubs
Merchandise Sales	$5,000	$5,000	$5,000-$10,000
Ticket/Entrance Fees	Free to spectators	Free to spectators	Expo rental fees - $10,000
Other	N/A	N/A	N/A
Total Revenue	All funds are used	for future year's event.	$30,000

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

Signature: Marc Sh **Title:** Executive Director

Please Print Your Name: Marc Shaw **Date:** 10/18/2021

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

EIN	33-0231753
Name in IRS Master File	REDLANDS BICYCLE CLASSIC INC
Street Address	PO BOX 7880
City, State, Zip	REDLANDS, CA 92375-0880
NTEE Code	N60
NTEE Classification	Amateur Sports Clubs, Leagues, N.E.C.
NTEE Type	Recreation, Sports, Leisure, Athletics
Classification	Civic League
Subsection	501(c)(4) (View the list of codes)
Activities	(288) Other sports club
Foundation Status	All organizations except 501(c)(3)
Deductibility	Contributions are not deductible
Affiliation	Independent - the organization is an independent organization or an independent auxiliary (i.e., not affiliated with a National, Regional, or Geographic grouping of organizations).
Group Name	[Not Applicable]
Ruling Date	July, 2012

2/22/20

"A City That Works"

City Council Meeting **H. 8.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $32,952 related to The Run Through Redlands event hosted by the Kiwanis Club of Redlands on March 6, 2022; authorize the sale and consumption of alcoholic beverages at the event; and 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 (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 the authorization for the sale and consumption of alcoholic beverages and waiver of fees during The Run Through Redlands event to be held on March 6, 2022, is categorically 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 authorize the expenditure of City resources and a waiver of fees in the amount of $32,952 related to this event; and

3. I move to authorize the sale and consumption of alcoholic beverages during The Run Through Redlands event to be held on March 6, 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 and equipment resources and a 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 Kiwanis Club of Redlands (Kiwanis Club) has reserved Smiley Park and the Redlands Bowl on Sunday, March 6, 2022, for the annual Run through Redlands event. The Kiwanis Club is requesting permission to serve alcohol at the event that will end no later than 2:00 pm. The Kiwanis Club is requesting a waiver of fees and departmental resources including personnel and equipment for the following departments: Police, Fire, and Facilities and Community Services. The Kiwanis Club is a registered non-profit organization operating out of the City of Redlands. The City Council waived fees in the amount of $22,833 for The Run Through Redlands event in 2020.

The Kiwanis Club 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.

The sale and consumption of alcoholic beverages at 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. The request is consistent with this exemption as it includes the permitting of alcohol service

within an existing public park.

ALTERNATIVES:

The City Council has the option of denying the request or waiving a portion of the fees.

STRATEGIC PLAN:

Supports Objective B-2: Tourism: Increase tourism by marketing Redlands as a destination.

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
Rich Sessler, Interim Fire Chief

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2021-22
Amount:	$32,952

Discussion:

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

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2020 Amount
Police Personnel[1]	$26,550	Hard Cost	$16,437
Fire Personnel[1]	$4,616	Hard Cost	$4,616
Fire Equipment	$541	Soft Cost	$541
Facilities & Community Services Personnel[1]	$160	Hard Cost	$160
Facilities & Community Services Equipment	$750	Soft Cost	$750
Personnel & Equipment Subtotal	**$32,617**		**$22,504**
Fees Established by City Council Resolution			
Redlands Bowl Reservation	$241.00	Soft Cost	$238.00
Smiley Park Reservation	$94.00	Soft Cost	$91.00
Fees Subtotal	**$335.00**		**$329.00**
Total Departmental Charges and Fees	**$31,326** (hard) **$1,626**(soft) **$32,952 (Total)**		**Total $22,833**

[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 waiver of fees 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	Waiver Amount	Net Amount
$63,867	$2,510	$1,600	$67,976	$66,376

Attachments

A. In-Kind Support Request

B. Authorization to Serve Alcohol

C. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Run Through Redlands

Event Date(s): 3/5 & 3/6 2022 **Location(s):** streets,bowl,shrine,mall underground

Rain Out Date: None **Beginning Time:** 5am **End Time:** 3/5 3pm 3/6 1pm

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.

1. Use of mal undeground and No and So parking lots. 3/5 adn 3/6. Parking for CVS and Dennys will be cordoned off.
2. Use of designated streets 3/6
3. Use of Redlands Bowl and Lincoln Shrine area on 3/6

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- [x] Police (*Public Safety Personnel*)
- [x] Fire (*Paramedics, Inspectors*)
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [x] Facility — Redlands Bowl and Lincoln Shrine Area

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

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

- [ ] Other

Group/Organization Name: The Kiwanis Club of Redlands

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1702793

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

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

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

Primary Contact Name & Title: Donna Ferracone - RTR Steering Committee

Mailing Address: 2 61 Ferndale Ct. Redlands 92374

Phone Number: 915-218-0595 **E-Mail Address:** donna.ferracone2@verizon.net

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

Increase the ability of Kiwanis Club of Redlands to make financial donations to city entities and events and supporting organizations who work with an support youth, and to support the awarding of scholarships to graduating seniors in Redlands high schools.
Potential new members for our club and sponsors for this event.

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

Participants and other supporters from outside Redlands come for the event which supports hotels, restaurants and othe businesses in the City.

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	1700	
Attendance: Non-Residents	750	500	
Food & Beverage Sales	None	None	
Merchandise Sales	None	None	
Ticket/Entrance Fees	65,000	65,000	
Other	25,000	25,000	
Total Revenue	90,000	90,000	

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

Signature: Donna Ferracone **Title:** Stteering Committee Member

Please Print Your Name: Donna Ferracone **Date:** 1/4/22

To Be Completed by the City of Redlands

Date Received: 1/5/2022 **Received By:** Larry Alms

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Run Through Redlands

DATE OF EVENT: 3/6/22 HOURS: 8 am to 2 pm

LOCATION: Redlands Bowl

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: The Kiwanis Club of Redlands Run Through REdlands

CONTACT PERSON: Donna Ferracone PHONE: 951-218-0595

EMAIL: donna.ferracone2@verizon.net ADDRESS: PO Box 8427 Redlands Ca 92373

EVENT INFORMATION:

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

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

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

The members/participants of THE KIWANIS CLUB OF REDLANDS 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 _____ AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 1/4/2022 Signature: Stephen Roberts

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): _____

Kiwanis Club Of Redlands K00749

EIN: 95-1702793 | --, --, United States

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

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

- **Tax Year 2019 Form 990EO**
- **Tax Year 2018 Form 990EO**
- **Tax Year 2017 Form 990EO**
- **Tax Year 2016 Form 990EO**

Page Last Reviewed or Updated: 20-November-2020

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"A City That Works"

City Council Meeting **H. 9.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve price increases from chemical vendors due to a nationwide shortage of water and wastewater treatment process chemicals, and determine that these actions are 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's recommendation is appropriate, the following motion is provided:

1. I move that the City Council approve the price increase for water and wastewater treatment plant chemicals.

RECOMMENDATION:

Staff recommends City Council approve price increases for water and wastewater treatment plant chemicals as follows:

Water Fund 501900

- JCI Jones Chemicals Incorporated (Chlorine Gas) -
  - Current Price = $1020.00/Ton
  - New Price = $1365.00/Ton
- JCI Jones Chemical Incorporated (12.5% Sodium Hypochlorite)
  - Current Price = $0.8340/gallon
  - New Price = $1.176/gallon

- HASA, Incorporated (12.5% Sodium Hypochloride)
    - Current Price = $1.416/gallon
    - New Price = $1.516/gallon

Wastewater Fund 521900

- JCI Jones Chemical Incorporated (12.5% Sodium Hypochlorite)
    - Current Price = $0.8340/gallon
    - New Price = $1.176/gallon

DISCUSSION:

The Fiscal Year 21/22 Municipal Utilities and Engineering Department budget includes funding for the purchase of water and wastewater treatment process chemicals based on competitively obtained unit prices. Recently, City Council approved an increase to the annual purchase orders with the following chemical vendors:

Water Production:

- Jones Chemicals Incorporated - Chlorine Gas
- Jones Chemicals Incorporated - 12.5% Sodium Hypochlorite
- HASA Incorporated - 12.5% Sodium Hypochlorite

Wastewater Treatment:

- Jones Chemicals incorporated - 12.5% Sodium Hypochlorite

Each of these vendors notified City staff that unit price increases are necessary, unavoidable, and out of their control. Notice letters declaring Force Majeure from each vendor to support these unit price increases are attached. Force Majeure is an unforeseeable circumstance that prevents a party from meeting a contractual obligation. Staff is aware of the nationwide shortage of water and wastewater treatment process chemicals, and was recently contacted by the California State Water Resources Control Board to ensure the City of Redlands has adequate chemical supplies to support treatment operations.

Considering the significant supply chain interruptions caused by the COVID-19 pandemic, staff agrees that these unit price increases are unavoidable and fair.

ALTERNATIVES:

City Council may deny the staff recommendations. However, this would significantly impact water and wastewater treatment operations by limiting our ability to obtain chemicals.

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Kevin Watson, Utilities Operations Manager

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	Y
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

Funding of these chemical purchases is included in the adopted FY 21/22 budget. No additional appropriation is needed.

Fiscal Year:	FY 21/22
Revenue Generating:	Y
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

Funding of these chemical purchases is included in the adopted FY 21/22 budget. No additional appropriation is needed.

Attachments

Hasa, Inc. price increase letter

JCI hypochlorite price increase letter

JCI Cl2 gas price increase letter

November 1, 2021

HASA INDUSTRIAL BUSINESS – BULK + MINIBULK

Dear Valued Customer,

Due to continued and substantial increases in raw material costs, Hasa, Inc. is increasing prices on all bulk and minibulk liquid sodium hypochlorite products manufactured and shipped from all Hasa locations by $0.10 per gallon. This increase will go into effect on December 1, 2021, or as contract terms permit.

We appreciate the opportunity to supply you with high quality products and service you can count on. Welook forward to continuing our relationship with you as a valuable and reliable supplier.

Your Hasa sales team will be in contact shortly to discuss the specifics about this increase and any questionsyou may have.

Sincerely,

Amy Vermillion

Amy Vermillion
Commercial Director
Hasa, Inc.

CA: Saugus, Pomona, San Diego, Pittsburg **NV: Las Vegas** **AZ: Eloy** **WA: Longview** **TX: Bryan**

November 5, 2021

City of Redlands
PO Box 3005
Redlands, CA 92373

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **November 15th 2021** your sodium hypochlorite price must increase to **$1.1760 per gallon.** All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to torrance@jcichem.com or return via fax to (310) 523-2944.

Accepted by: _____ Date: _____

Westlake Chemical

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

August 31, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 145 per short ton in the United States, and C$ 205 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

Westlake Chemical

2801 Post Oak Blvd., Suite 600 ▪ Houston, Texas 77056
Tel 713.960.9111

August 31, 2021

Dear Customer,

Effective immediately, or when permissible by contract, Westlake Chemical will increase the price for diaphragm grade liquid caustic soda by US$ 55 per dry short ton in the US and C$ 75 per dry metric ton in Canada. Westlake Chemical will increase the price for all premium grades of liquid caustic soda by US$ 75 per dry short ton in the US and C$ 100 per dry metric ton in Canada.

Westlake's standard lead times for all caustic shipments continue to be as follows:

Barge	30 days
Rail	14 days
Truck	7 days

If you have any questions regarding this price increase or lead times please contact your Westlake sales professional. Westlake values your business. Thank you for the opportunity to supply your Liquid Caustic Soda requirements.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

September 28, 2021

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing the on schedule and off schedule price of chlorine by $155.00 per short ton in the U.S. and by CAD $210 per metric ton in Canada.

Olin will continue under its previously announced 70% order control program. Lead times for all railcar orders of twenty-one (21) days remain in effect and will be strictly adhered to.

Your account manager will be in contact with you to answer any questions you may have regarding this price announcement.

Thank you for your business. We appreciate the confidence you have placed in Olin as your supplier.

Sincerely,

Pedro Dias Jorge
Business Director – Chlorine & HCl
Olin Chlor Alkali Products and Vinyls

Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

OxyChem

14555 Dallas Parkway, Suite 400, Dallas, TX 75254-4300
P.O. Box 809050, Dallas, TX 75380-9050
Phone 972.404.3800 Fax 972.404.3406

September 08, 2021

Mr. James Chappel
Executive Vice President
JCI Jones Chemicals Inc.
1765 Ringling Blvd.
Sarasota, FL 34236

RE: Liquid Caustic Soda Price Increase

Dear Mr. Chappel:

Occidental Chemical Corporation is announcing today an off-schedule price increase of $55.00 per dry short ton for diaphragm grade liquid caustic soda and $75.00 per dry short ton for membrane grade liquid caustic soda. This increase is effective immediately for spot customers and as terms permit for contract customers.

OxyChem's required lead-times of 30 days on barge orders and 7 days on railcar orders and order control remain in place. In addition, all existing Temporary Voluntary Allowances (TVAs) remain in place.

We appreciate the confidence you have placed in OxyChem as your supplier. Should you have any questions regarding this increase, please contact your OxyChem Account Manager.

Sincerely,

Jason A. Welch
General Manager Sales - Basic Chemicals

JAW/kjf

cc: Judson Crawley

RESPONSIBLE CARE®
OUR COMMITMENT TO SUSTAINABILITY

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

September 2, 2021

SUBJECT: Caustic Soda Price Increase Announcement

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing off-schedule prices of Commercial Grade (diaphragm) and Membrane Grade caustic soda by $100 per dry short ton (DST) in the U.S. and C$135 per dry metric ton (DMT) in Canada, not to exceed our list price.

Prices are per net ton, 76% Na_2O basis, ex. works.

Olin will be strictly adhering to an order control program based on 80% allocation. Lead times for all orders will be strictly adhered to in the following manner: 72 hours for truck shipments, 14 days for railcar shipments, and 30 days for barge shipments.

Your account manager will be in contact with you to answer any questions you may have regarding this price increase announcement and factors driving the current price increase.

We appreciate your business and your confidence in selecting Olin as your supplier.

Sincerely,

Marketing Director, North America Caustic Soda
Olin Chlor Alkali Products and Vinyls

Westlake Chemical

2801 Post Oak Blvd., Suite 600 ▪ Houston, Texas 77056
Tel 713.960.9111

July 23, 2021

Dear Customer,

Effective immediately, or when permissible by contract, Westlake Chemical will increase the price for diaphragm grade liquid caustic soda by US$ 50 per dry short ton in the US and C$ 65 per dry metric ton in Canada. Westlake Chemical will increase the price for all premium grades of liquid caustic soda by US$ 60 per dry short ton in the US and C$ 80 per dry metric ton in Canada.

Westlake's standard lead times for all caustic shipments continue to be as follows:

Barge	30 days
Rail	14 days
Truck	7 days

If you have any questions regarding this price increase or lead times please contact your Westlake sales professional. Westlake values your business. Thank you for the opportunity to supply your Liquid Caustic Soda requirements.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

Westlake Chemical

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

July 15, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 85 per short ton in the United States, and C$ 120 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

January 27, 2022

PLEASE SIGN AND RETURN BY 2/14/22
TO AVOID POSSIBLE SHIPMENT DELAYS

City of Redlands
PO Box 3005
Redlands, CA 92373

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **February 15th, 2022** your chlorine price must increase to **$1,365.00 per ton.** All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to torrance@jcichem.com or return via fax to (310) 523-2944.

Accepted by: _____ Date: _____

Westlake Chemical

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

November 18, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 115 per short ton in the United States, and C$ 160 per metric ton in Canada. This increase is necessitated by a tight supply/demand balance of chlorine and chlorine derivatives.

Westlake's chlorine order management program remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

"A City That Works"

City Council Meeting **H. 10.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of two Cummins portable generators from Cummins Sales and Services in the amount of $174,840.64 and determine that approval of the purchase 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 staff's recommendation is appropriate, the following motions are provided:

1. I move approval of the purchase of two portable generators 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 purchase of two Cummins portable generators from Cummins Sales and Services in the amount of $174,840.64.

RECOMMENDATION:

Staff recommends City Council determine approval of the purchase of two Cummins portable generators is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and authorize the purchase of two Cummins portable generators from Cummins Sales and Service in the amount of $174,840.64.

DISCUSSION:

The City of Redlands water system includes twenty-two (22) wells, forty-four (44) booster pumps, eighteen (18) reservoirs, and more than 450 miles of distribution piping to serve customers in the City of Redlands, Mentone, and parts of Loma Linda, and San Bernardino. During scheduled and unscheduled power outages, portable generators are used to supply emergency backup power to ensure continuity of operations. The City owns four (4) portable generators, three (3) of which are able to provide 350-400 kW electrical service to support larger facilities such as the Tate and Hinckley Water Treatment Plants. The City also owns one (1) portable generator and another is on order with an expected delivery date in mid-February. Both capable of providing 150 kW electrical service as emergency backup power for wells and booster pumps. This purchase will provide two (2) additional 100 kW rated portable generators. The portability of these generators allows water system operators to place them in strategic locations prior to scheduled power outages, and to respond quickly to locations experiencing unscheduled power outages.

Sourcewell, formerly known as National Joint Powers Alliance (NJPA), provides a national cooperative of purchasing opportunities on behalf of its government agency, education institution, tribal entity, and non-profit organization members. Redlands is a Sourcewell member. The Sourcewell procurement system is a competitive process that meets Redlands' procurement requirements. Cummins Sales and Service is a product vendor (Contract No. 120617) through the Sourcewell procurement system, and is currently the lowest responsive bidder for the following portable generators:

1. (2) C100D2RE Diesel Genset, 50/60 Hz, 150 kW $174,840.64

Approval of these portable generators purchase is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act because approval of the purchase will not result in a direct or reasonably foreseeable physical change in the environment.

ALTERNATIVES:

City Council may deny approval of 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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Kevin Watson, Utilities Operations Manager

Fiscal Impact

Fiscal Year:	FY2021-22
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$174,841
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

The purchase of these Cummins portable generators is included in the Council adopted FY 21/22 Budget.

Attachments

Cummins Contract
Cummins Quote and Specs
Sourcewell Contract Summary120617 and Name Change

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Cummins Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Sec 3.34/ Pg. 10	Warranty	No exception. Please see attachment B for detailed warranty terms.	See Clarification
Sec 3.34/ Pg. 10	Additional Warrants	All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. LIMITED WARRANTY. THE REMEDIES PROVIDED IN THE WARRANTY AND THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY PROPOSER TO NJPA AND NJPA MEMBERS UNDER THIS CONTRACT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS CONTRACT, AND TO THE EXTENT PERMITTED BY LAW, PROPOSER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.	See Clarification
Sec 8.8/ Pg. 27	Indemnification	Proposer shall indemnify and hold harmless NJPA and NJPA Members, from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the negligence or willful misconduct of Proposer. LIMITATIONS ON REMEDIES. THE MAXIMUM LIABILITY, IF ANY, OF	Not Accepted - See Clarification

		PROPOSER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM PROPOSER'S BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY NJPA OR THE NJPA MEMBER UNDER THIS CONTRACT WHICH SHALL BE THE SOLE REMEDY UNDER THIS CONTRACT. IN NO EVENT SHALL PROPOSER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OR THE BREACH OF THIS CONTRACT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS CONTRACT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY PROPOSER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS CONTRACT, NJPA AND ITS MEMBERS ACKNOWLEDGE THAT NJPA'S AND NJPA MEMBERS' SOLE REMEDY AGAINST PROPOSER FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE CONTRACT.	
Sec 8.10/ Pg. 28	Patent and copyright infringement	The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all losses arising out of any third claim that NJPA's or NJPA Member's use or possession of the articles infringes the patent, copyright, trade secret or other intellectual property right of any third party, provided that such asserted violation or infringement (a) arises at the point of transfer of ownership of the article from Vendor to NJPA or NJPA Member and (b) does not arise out of (i)changes, alterations, or modifications to the article by NJPA or NJPA Member in a manner not authorized by Vendor or (ii) drawings, specifications, or other directions to which the article is required to conform	NJPA Accepts
Sec 6.23/ Pg. 22	Insurance liability limits	Each Occurrence limit for commercial general liability is $1M however PRODUCTS - COMP/OP AGG is $18M. Please see attachment A for insurance certificate.	NJPA Accepts

Proposer's Signature: _____ **Date:** 11/30/2017

NJPA's clarification on exceptions listed above:

Warranty and Additional Warrants- Accepted as a Warranty RFP proposal response. This response is best included in the relevant warranty related response questions.

Indemnification - Limitation of liability as it pertains to NJPA members can be negotiated in the individual contract/purchase orders with members.

Review and Approved:

_____ 1/23/18

NJPA Legal Department

Form D

Formal Offering of Proposal

(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Cummins Inc

Date: November 27 2017

Company Address: 3850 Victoria Street
Shoreview, MN 55126

Contact Person: Sriharsha (Harsha) Narravula

Title: Account Executive – National Accounts

Authorized Signature: N. Narravula SRIHARSHA (HARSHA) NARRAVULA
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CMM

Proposer's full legal name: Cummins Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CMM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS

VENDOR AUTHORIZED SIGNATURE

SRIHARSHA NARRAVULA
(NAME PRINTED OR TYPED)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Cummins Inc

Address: 3850 Victoria Street
City/State/Zip: Shoreview, MN 55126

Telephone Number: (612) 246 5136

E-mail Address: jw346@cummins.com

Authorized Signature: N. Narravula

Authorized Name (printed): Sriharsha (Harsha) Narravula
Title: Account Executive – National Accounts
Date: November 30 2017

Notarized
Subscribed and sworn to before me this 30th day of November, 2017

Notary Public in and for the County of Ramsey State of MN

My commission expires: 1/31/2018

Signature: Zufan Bezabih

ZUFAN BEZABIH
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/18

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Cummins Inc

Questionnaire completed by: Harsha Narravula

Payment Terms and Financing Options

1. What are your payment terms (e.g., net 10, net 30)?

   Net 30.

2. Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

   Cummins routinely works with 3rd party leasing entities to accommodate customer requirements.

3. Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   Cummins ordering process is well defined within our distribution channel. NJPA member requests standard/ custom product needs referencing the NJPA contract (RFP# 120617). Distributor than creates a standard/ custom quote configuration (PowerCom) to meet specific customer requirements. NJPA member places an order. The account executive receives a quarterly NJPA activities generated through our PowerCom quote/ ordering tool and forwards to NJPA.

4. Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   We are currently in the process of accepting P-card procurement. Current discussions ongoing with finance to finalize dollar limits.

Warranty

5. Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   - Do your warranties cover all products, parts, and labor?
     - YES – See Attachment B – Global warranty statement for specific details. All products listed in our price list are complete with 2 year comprehensive warranty.
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
     - See Attachment B Warranty Statement – Application governs warranty terms
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
     - YES
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
     - NO
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
     - When 3rd party items are requested, Cummins works with 3rd parties to coordinate warranty coverage

- What are your proposed exchange and return programs and policies?
    - 50% restocking fee applies to standard generators, Custom and Electrical products are 75% cancellation fee. Freight is not included

6. Describe any service contract options for the items included in your proposal.
    - Cummins offers a full and complete line of planned service programs. Pricing varies based upon location and types of service requested.

Pricing, Delivery, Audits, and Administrative Fee

7. Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

   Cummins is offering emergency standby, stationary, mobile generators. These commercial generators are available from 10KW to 3.5MW in multiple fuel types (Diesel, Natural gas and Propane).

   We are also pleased to offer emergency related support equipment such as Automatic transfer switches (ranging from 40 Amps to 4000 Amps) and paralleling swicthgear in both low and medium voltage.
   All equipment will be supported and serviced by 3200 trained technicians.

8. Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   Please see Attachment D – MSRP (List) pricing for information. Cummins has chosen to propose the pricing in the "percentage discount from catalog" format. We have provided MSRP pricing for different models of generators from varying fuel types and KW ranges. We have also provided pricing for different models of automatic transfer switches to provide varying options to customers.

   Please do not publish this attachment on common website platforms such as landing pages to avoid easy access by competitors.

9. Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   Please see "Attachment E – NJPA Percentage Discount" for NJPA specific discount info. NJPA members will receive the published discount from the MSRP (List) price.

10. The pricing offered in this proposal is

    _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

    _____X___b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____d. other than what the Proposer typically offers (please describe).

11. Describe any quantity or volume discounts or rebate programs that you offer.

    For any single customer order equal to or exceeding $2 million an additional 1% rebate will be included.

12. Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

    Cummins shall provide a quote for each sourced or open market items.

13. Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

    Cummins is a manufacturer of products therefore the cost of contractor labor and materials is not included in our pricing.

14. If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

    Freight allowed.

15. Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

    Freight allowed for contiguous 48 states and Canada. Additional charges apply for FOB jobsite (Alaska and Hawaii). Cummins will supply a quote for freight.

16. Describe any unique distribution and/or delivery methods or options offered in your proposal.

    NA

17. Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

    National Account Executive assigned to NJPA will generate a quarterly report for NJPA review and audit. However NJPA members must clearly communicate and identify at the RFP that their intent is to purchase off the NJPA contract.

18. Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
    Cummins will pay a 1.5% admin fee to NJPA calculated as a percentage of factory product sales.

Industry-Specific Questions

19. Please specify product and voltage range the generator equipment that you are offering.

    All products have been quoted at standard industry voltages (120V/240V single phase; 208V/ 120V - 3 phase; 480V/ 277V – 3phase) depending on unit size. Additional voltages up to 13.8KV are available.

20. Describe your mobile or trailer mounted units, if any, and specify the ranges.

    This Cummins Power Generation mobile package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

    Key Features

    - U.S. Tier IV Final certified Cummins engines which meet emissions limits without the use of a diesel particulate filter (DPF).
    - Advanced electronic engine controls with integrated after treatment system provide superior fuel efficiency while reducing emissions.
    - The most advanced, reliable and capable generator set control system on the market today. PowerCommand 3.3© with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets.
    - As indicated in Attachment D – MSRP (List) price, we have mobile units from 150KW to 275KW.
    - Please see Attachment F – Spec sheets T4F Mobile Generators

21. If you are providing trailers as part of a turnkey package, please provide details.

    See above.

22. Describe how you will include customization and the pricing of such for the units.

    Cummins will provide a quote for any customization of standard factory unit offering. Please contact assigned National account executive for pricing.

23. Describe installation and service programs, and identify the associated services, service provider locations and pricing.

    All our product is serviced though our distribution network. We have 205 branch service locations and 3200 technicians throughout North America. Please see our website for specific locations near you. https://www.cummins.com/sales-and-service

24. Describe any preventative maintenance or extended service coverage agreements.
    Both programs are available. As indicated in Attachment E, NJPA members will receive 5% discount off typical sales price. Please contact assigned national account executive for sales price. Maintenance programs vary by customer specification, application and KW ranges.

25. Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
    - If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
    - What are recommended service intervals?

    PM contracts vary by KW size, location distance and scope of services requested. PM contract will be developed based on membership needs. As indicated in the price sheet, Cummins is offering 5% discounts for PM work. Please contact assigned national account executive for sales price.

26. Describe your rental agreements and pricing schedule.

NA

. Will you include used equipment and if so, provide a pricing strategy for these units.

NA

28. Provide a general overview of your products EPA compliance.

All our products are fully complaint for emergency standby applications. Please see Attachment D – MSRP (List) Price sheet. Each model is described with its associated emission compliance.

29. Identify the lifecycle cost of ownership of your generator solutions.

Varies by KW size, application, maintenance schedules and environment conditions such as elevations. Please contact assigned national account executive and we can help them scope out lifecycle cost of ownership for specific projects based on scope.

Signature: N. [illegible] Date: 11/30/2017

(FORM P)

Sales and Service

January 6, 2022

Prepared by

Richard Antunez
(909) 936-0024
richard.antunez@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C100D2RE, Diesel Genset, 50/60Hz, 100kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C100D2RE, Diesel Genset, 50/60 Hz, 100kW, Standby-Rental Duty Rating-Prime Power (PRP) UN31A Certified Fuel Tank Emissions-Compliance EPA Tier 4 Final Certified Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Paralleling-Isolated Bus, Automatic Coolant Heater Voltage 208-480 Variable Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water Mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections Electric Brake Trailer Pintle Hitch-3 inch	2

TOTAL: $ 160,773
Estimated Tax @ 8.75% USD $14,067.64* Total w/ Tax USD $174,840.64
*Tax is calculated and charged at the time of shipment Subject to change. time of shipment and based on the POS location. Subject to change.

NOTES:

The pricing of this quote is per Cummins Sourcewell Contract #120617.
Delivery to first destination continental USA is included.

LEAD TIME:

36-38 weeks after approved submittals.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Mike Reed, Project Management Manager (PMM)
mike.reed@cummins.com
(909) 855-2972

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION,

CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining

terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities

Specification sheet

Rental power

100 kW

U.S EPA Tier IV emissions



Description

This Cummins® Rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for Standby and Prime Power applications.

Features

Cummins diesel engines

- U.S. Tier IV Final and EU SIIIa certified Cummins QSB5-G11 engines which meet emissions limits without the use of a Diesel Particulate Filter (DPF)
- Dual speed engine for operation at 50 or 60 Hz
- Advanced electronic engine controls with integrated after-treatment system provide superior fuel efficiency while reducing emissions
- High-pressure common rail fuel system reduces engine noise and smoke
- Cummins Direct Flow™ air filtration offering improved air management, longer service life, and easier serviceability
- 2-stage fuel filtration with optimum particle and water separation

Control features

- The most advanced, reliable and capable generator set control system on the market today
- PowerCommand 3.3© with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets
- Controls provide precise frequency and voltage regulation, alarm and status message display in one easy to operate customer interface

Engine controls

- Oil pressure and coolant temperature gauge
- Fuel level gauge, Diesel Exhaust Fluid (DEF) level gauge and battery voltage gauge
- Digital Hour meter (5-digit read out)
- Engine control module includes remote start capability

Stamford alternators

- 12-lead reconnectable alternators fitted with voltage selection switch
- Permanent magnet excitation for improved performance in non-linear load applications

Rental package enclosure

- Camlock, barrel lugs & bus bar distribution panel
- Sound attenuated, white powder coated lockable enclosure
- 24 hour fuel tank (75% Prime) with gauge
- Roof mounted, single point lift
- Cooling system rated for 120 °F (49 °C) at 100% Standby ambient
- Complete engine fluid containment reservoir
- 4 position voltage selector switch (277/480 or 139/240 or 120/208 VAC 3 phase or 120/240 VAC 1 phase)
- 2 position voltage selector switch (60Hz: 277/480 or 347/600 VAC 3 phase).
- Shore power (15A/120 V) – for coolant heater, battery charger, oil heater and battery warmer
- Conveniently located analog gauges and heated Human Machine Interface (HMI) display

Rental package options

- Optional Auxiliary Fuel and DEF connections
- DOT approved electric brake trailer with heavy duty center mounted jack, ball or pintle hitch
- DOT approved hydraulic brake trailer with heavy duty center mounted jack, ball or pintle hitch

		Standby Rating		Prime Rating			
Model	**Voltages (V)**	**60 Hz kW (kVA)**	**50 Hz kW (kVA)**	**60 Hz kW (kVA)**	**50 Hz kW (kVA)**	**Sound Level Full load @7m**	**Alternator Model**
C100D2RE	480-600 Switchable	100 (125)	-	90 (113)	-	68 dB(A)	UCI27E
	208/240/480	100 (125)	90 (113)	90 (113)	81 (101)	68 dB(A)	UCI274D

Our energy working for you.™

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power.cummins.com

Engine specifications

Engine model	QSB5-G11
Alternator data sheet	UCI
Tier rating	Tier IV
Design	4 cycle, In-Line, turbocharged and after-cooled
Bore	107 mm (4.21 in.)
Stroke	124.0 mm (4.88 in.)
Displacement	4.5 liters (274.6 in^3)
Cylinder block	Cast iron, In-Line 4 cylinder
Battery capacity	2 x 760 cca
Battery charging alternator	70 amps
Starting voltage	24 volt, negative ground
Fuel system	Direct injection HPCR system
Fuel filter	Dual Spin on fuel filter with water separator
Air cleaner type	2-stage, dry replaceable element with dust ejector
Lube oil filter type(s)	Single spin-on, full flow
Standard cooling system	120 °F (49 °C) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	Double layer concentric, 2/3 winding pitch
Rotor	Singe bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	125/40 ºC Prime
Exciter type	Permanent Magnet Generator (PMG)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform Total Harmonic Distortion (THDV)	< 1.5% no load, < 5% non-distorting balance linear load
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 2%

Power capability specifications

(Assume power factor = 0.80 for 3 phase amps)

	Standby rating					
	240 V, 1 phase Amps 60 Hz	**208 V, 3 phase Amps 60 Hz**	**480 V, 3 phase Amps 60 Hz**	**240 V, 3 phase Amps 60 Hz**	**400 V, 3 phase Amps 50 Hz**	**600 V, 3 Phase Amps 60Hz**
C100D2RE	280	347	150	301	162	120

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
120/480 Volt	2 - 20 Amp GFCI	3 - 50 Amp	1/2 inch	400 Amp
480-600 Volt			1/2 inch	150 Amp

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PowerCommand 3.3 control system



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

Simplified display for Rental operators - simplified display tailored for Rental equipment operations for ease of use.

Masterless Load Demand (MLD) - The controller is capable of smartly managing power from paralleled generators to match varying load patterns.

Power management - Control function provides battery monitoring and testing features and smart starting control system.

Advanced control methodology - Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

Regulation compliant - Prototype tested: UL, CSA and CE compliant.

Service - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

Easily upgradeable - PowerCommand controls are designed with common control interfaces.

Reliable design - The control system is designed for reliable operation in harsh environment.

Operator panel features

Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- Heated HMI
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

Paralleling control functions

- First Start Sensor™ system selects first genset to close to bus
- Phase lock loop synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Enhanced safety features for paralleling generators

Alternator data

- Line-to-Neutral and Line-to-Line AC volts
- 3-phase AC current
- Frequency
- kW, kVar, power factor kVA (three phase and total)

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Comprehensive FAE data (where applicable)

Other data

- Fault history
- Data logging and fault simulation (requires InPower)

Standard control functions

Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire Line-to-Line sensing
- Configurable torque matching

AmpSentry™ AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var shutdown
- Field overload shutdown

Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Full authority electronic engine protection

Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Cycle cranking
- Load shed
- Remote emergency stop

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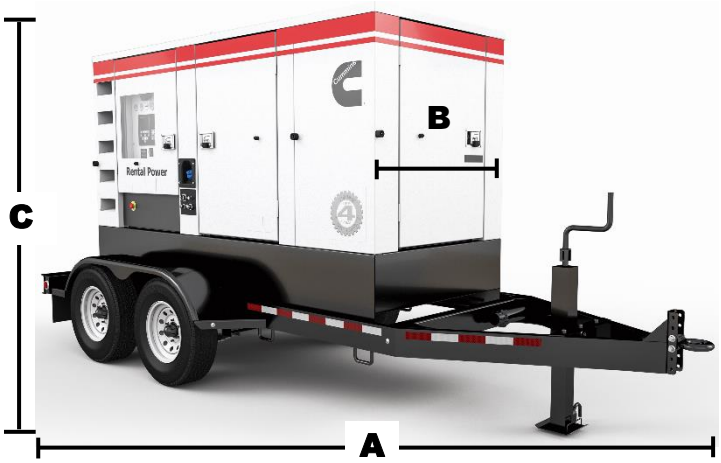
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)*
C100D2RE	3063 (121)	1262 (50)	1953 (77)	2522 (5560)	2976 (6560)	495 (131)
With trailer	4798 (189)	2106 (83)	2444 (96)	3221 (7100)	3674 (8100)	495 (131)

* Onboard DEF capacity is sized for 24 hours of operation at 10 gallons.

Fuel consumption

	Standby				Prime				
60 Hz Ratings, kW (kVA)	100 (125)				90 (113)				Hours of operation
Load	**1/4**	**1/2**	**3/4**	**Full**	**1/4**	**1/2**	**3/4**	**Full**	**75% load**
US Gal/hr	2.3	3.8	5.3	7.1	2.2	3.5	4.8	6.3	27
L/hr	8.7	14.2	19.9	26.9	8.2	13.1	18.3	24.0	27

Note: DEF consumption less than 4% of fuel consumption.

Trailer information

Model	Tire size	Tire type	Load range	Number of tires per trailer	Lug pattern
C100D2RE	225/75-R15	Radial	2535 lbs - each	4	6 hole

Certifications

These generator sets are certified to following standards:

CAN/CSA STD C22.2 NO. 100
CAN/CSA STD C22.2 NO. 14

For more information contact your local Cummins distributor or visit power.cummins.com

Our energy working for you.™

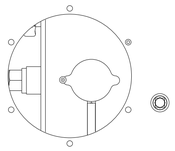
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A062H283 | C100D2RE NAS-6299-EN (1/19)

PTC® Creo® Parametric

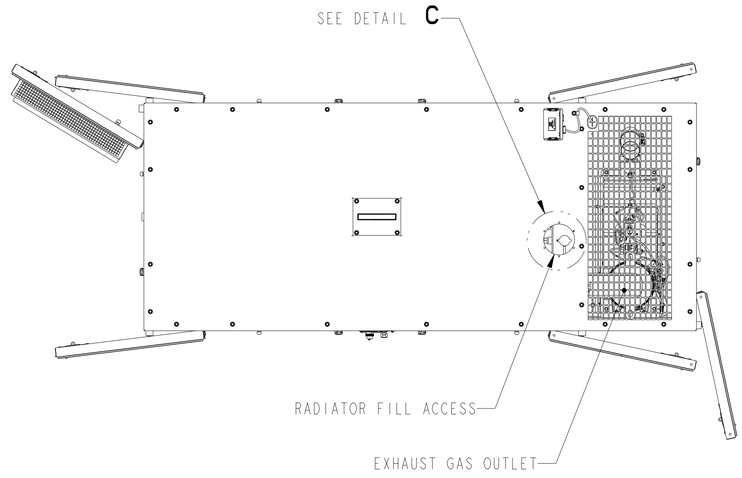
REL NO	REV	NO	REVISION	DWN	CKD	APVD	DATE
ECO-180946	C	1	UPDATE CONTROL BOX	DMC	TLD	J_KRUSE	23OCT18
		2	UPDATE GPS	DMC	TLD	J_KRUSE	23OCT18
		3	UPDATE ENCLOSURE	DMC	TLD	J_KRUSE	23OCT18
		4	ADD C100 & C70 600V TO TABLE. ZONE C2.	DMC	TLD	J_KRUSE	23OCT18
		5	SEE SHEET 4	DMC	TLD	J_KRUSE	23OCT18

NOTES:

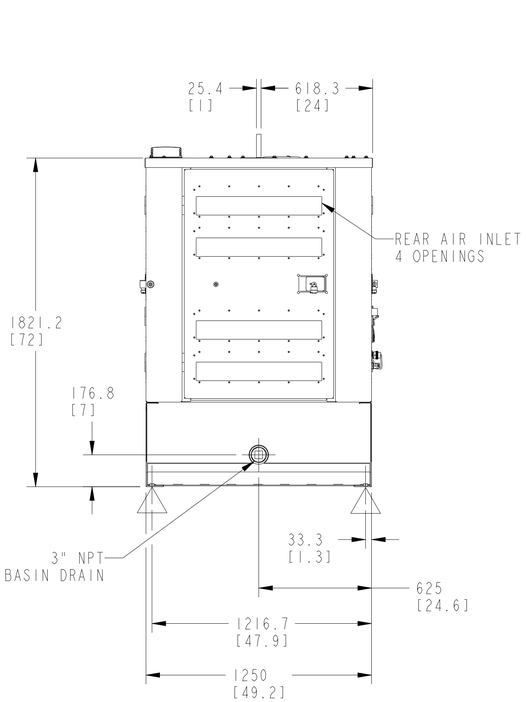
1. DIMENSIONS SHOWN IN [ ] ARE INCHES.
2. M16 X 2 THREADED HOLES MARKED BY △ ARE PROVISIONS FOR SECURING TO A MOUNTING SURFACE.
3. SINGLE POINT LIFT WILL ACCOMMODATE A ∅76.2 [3] LIFTING DEVICE.
4. FLUID CAPACITIES:
   ENGINE OIL: 10.97 LITERS (11.6 QUARTS)
   COOLANT: 32 LITERS (8.5 GALLONS)
   FUEL TANK: 534 LITERS (141 GALLONS)
5. EXHAUST OUTLET DIAMETER: 101.6 [4]

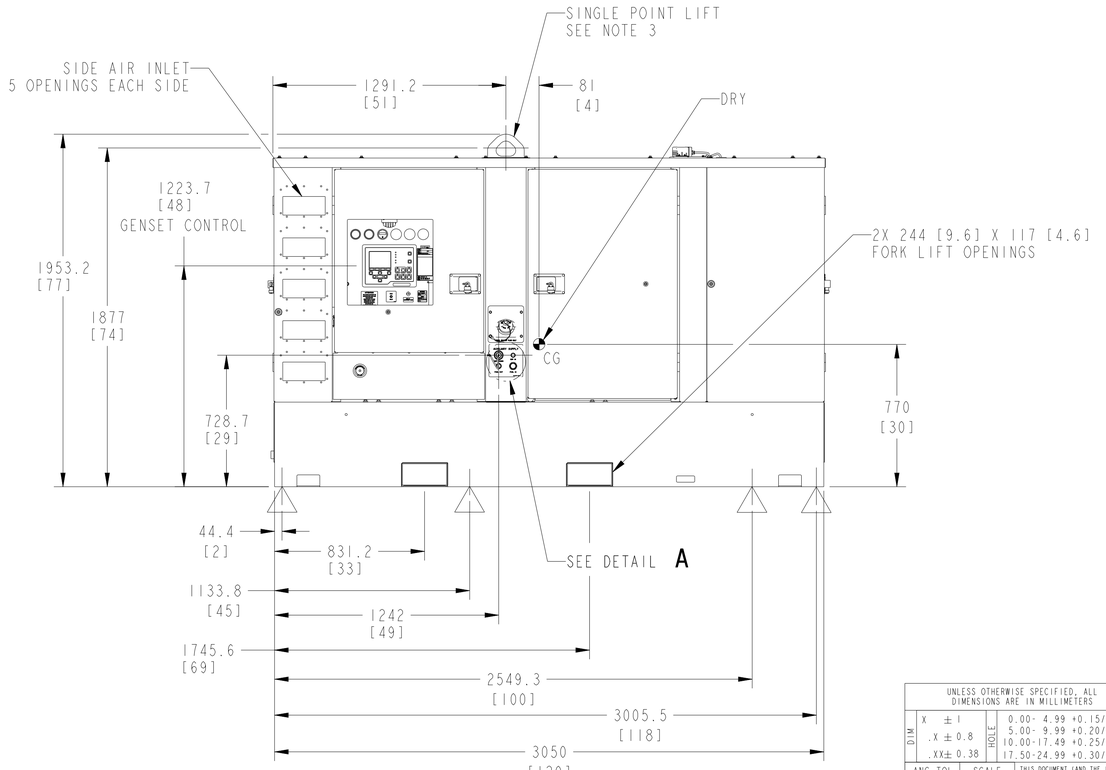


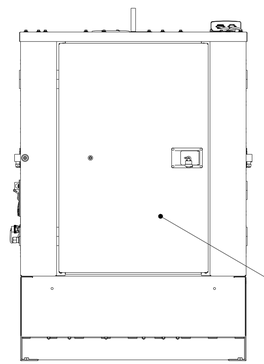
DETAIL C
SCALE 1/4
RADIATOR FILL ACCESS
COVER REMOVED



GENSET MASS		SKID MOUNTED	TRAILER MOUNTED	TONGUE WEIGHT
C100 & C70 FULL FEATURED	WITH FUEL	2976 KG [6560 LBS]	3674 KG [8100 LBS]	295 KG [650 LBS]
	WITHOUT FUEL	2522 KG [5560 LBS]	3221 KG [7100 LBS]	286 KG [630 LBS]
C100 & C70 600V FULL FEATURED	WITH FUEL	2976 KG [6560 LBS]	3674 KG [8100 LBS]	338 KG [745 LBS]
	WITHOUT FUEL	2522 KG [5560 LBS]	3221 KG [7100 LBS]	331 KG [730 LBS]





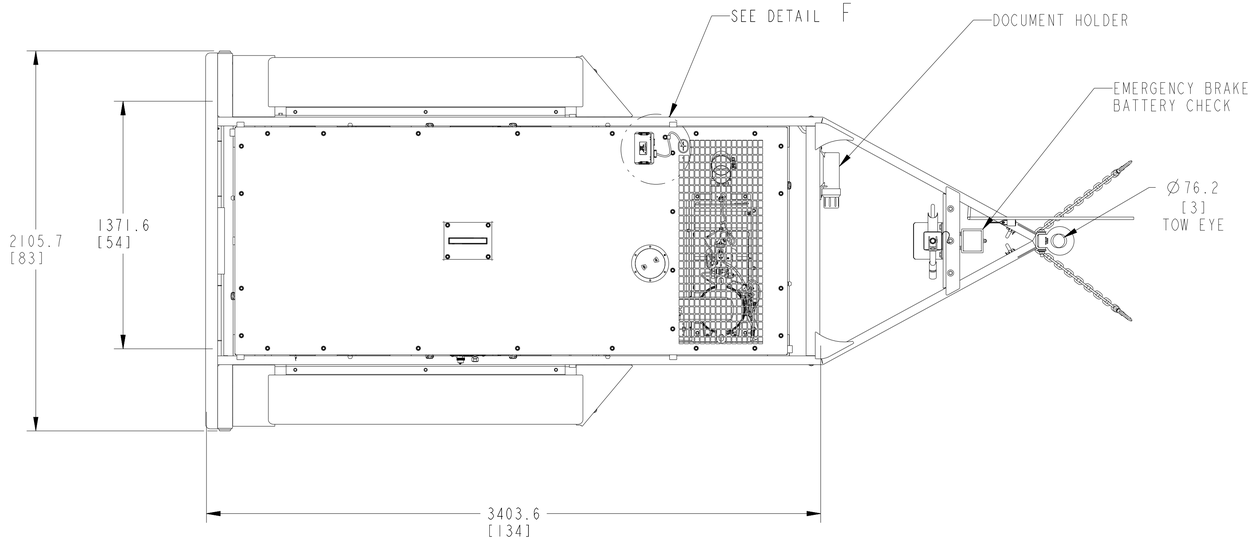


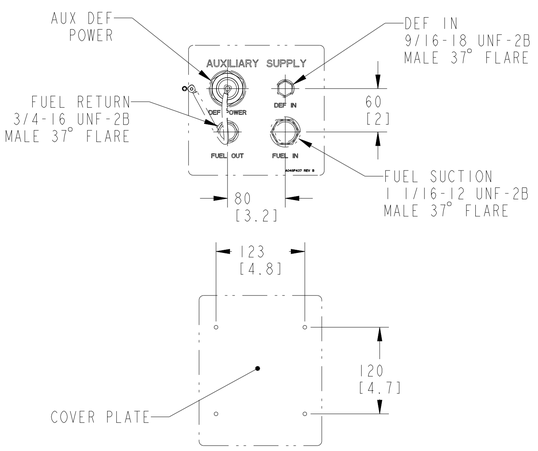
SKID MOUNTED GENSET (NO TRAILER)

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS			SIM TO -	DWN Y_NICHIT	CUMMINS POWER GENERATION
DIM: X ±1; .X ±0.8; .XX± 0.38	HOLE: 0.00- 4.99 +0.15/-0.08; 5.00- 9.99 +0.20/-0.10; 10.00-17.49 +0.25/-0.13; 17.50-24.99 +0.30/-0.13		DO NOT SCALE PRINT	CKD M_KELL	
				APVD N_BAPAT	OUTLINE,GENSET
				DATE 01AUG17	SITE CODE
ANG TOL ± 1.0°	SCALE 1/16	THIS DOCUMENT (AND THE INFORMATION SHOWN THEREON) IS **CONFIDENTIAL AND PROPRIETARY** AND SHALL NOT BE DISCLOSED TO OTHERS IN HARD COPY OR ELECTRONIC FORM, REPRODUCED BY ANY MEANS, OR USED FOR ANY PURPOSE WITHOUT WRITTEN CONSENT OF CUMMINS INC.	FOR INTERPRETATION OF DIMENSIONING AND TOLERANCING, SEE ASME Y14.5-2009	FIRST USED ON C100D2RE	PGF
				DWG SIZE D	A058E446 CAD SHEET 1 of 4

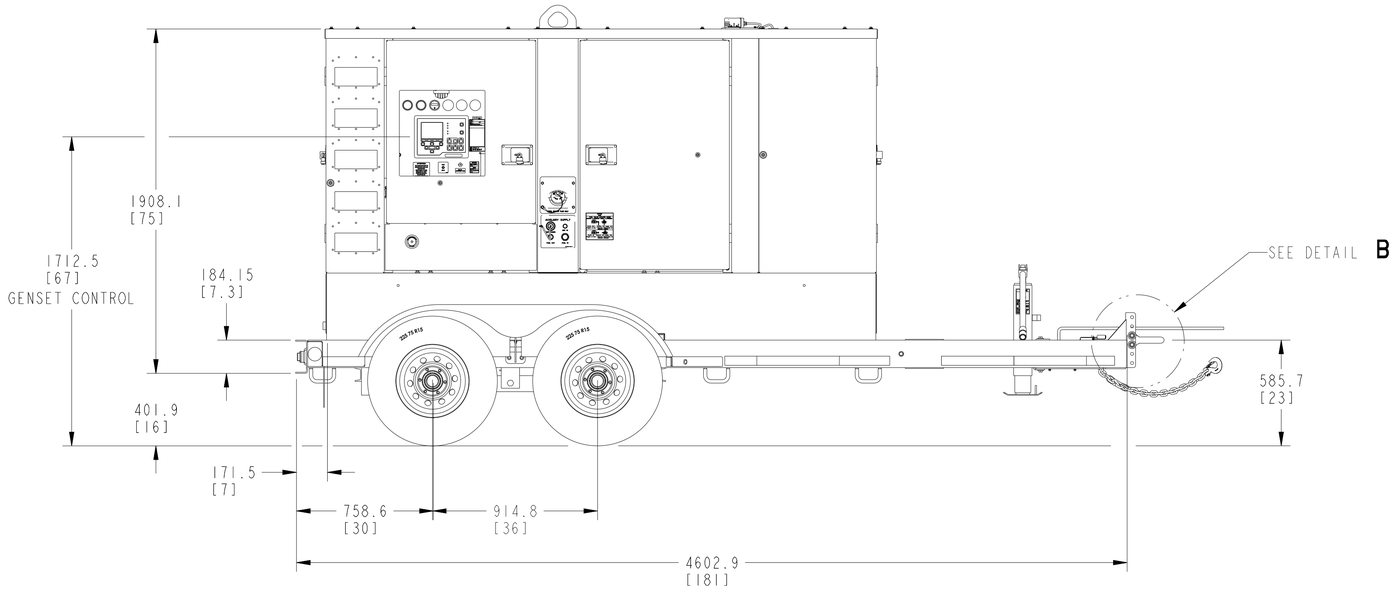
PTC® Creo® Parametric

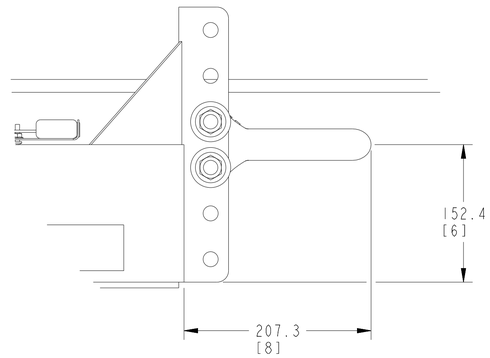
REL NO	REV	NO	REVISION	DWN	CKD	APVD	DATE
ECO-180946	C	-	----------	DMC	MJK	J_KRUSE	230CT18





DETAIL A
SCALE 1/4
AUXILIARY FUEL
CONNECTION (IF AVAILABLE)



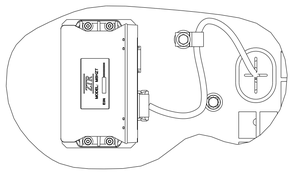


DETAIL B
SCALE 5/16

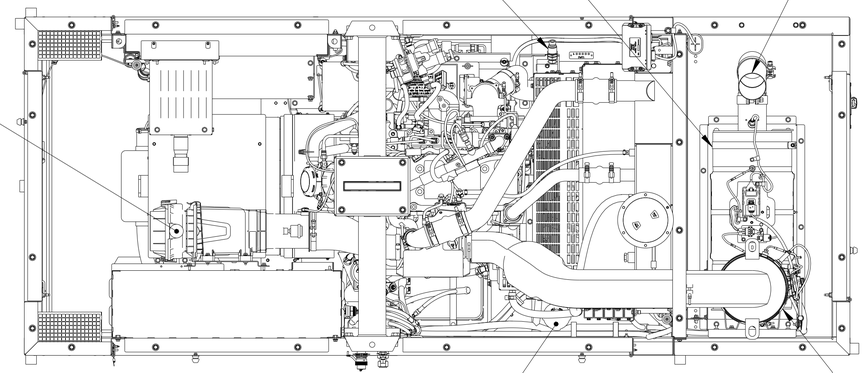
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS	SIM TO .	DWN Y_NICHIT	CUMMINS POWER GENERATION
DIM: X ±1, .X ±0.8, .XX± 0.38 — HOLE: 0.00- 4.99 +0.15/-0.08; 5.00- 9.99 +0.20/-0.10; 10.00-17.49 +0.25/-0.13; 17.50-24.99 +0.30/-0.13	DO NOT SCALE PRINT	CKD M_KELL	
		APVD N_BAPAT	OUTLINE, GENSET
		DATE 01AUG17	SITE CODE
ANG TOL ± 1.0°	SCALE 1/16	FOR INTERPRETATION OF DIMENSIONING AND TOLERANCING, SEE ASME Y14.5-2009	FIRST USED ON C100D2RE
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			DWG SIZE D — A058E446 — CAD SHEET 2 of 4

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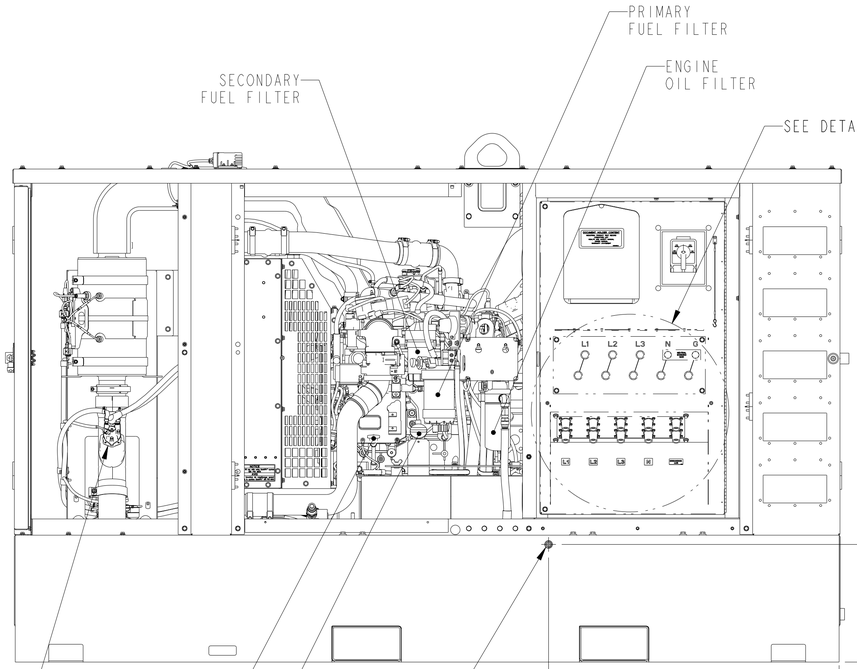
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ECO-180946	C	-	----------	DMC	MJK	J_KRUSE	230CT18

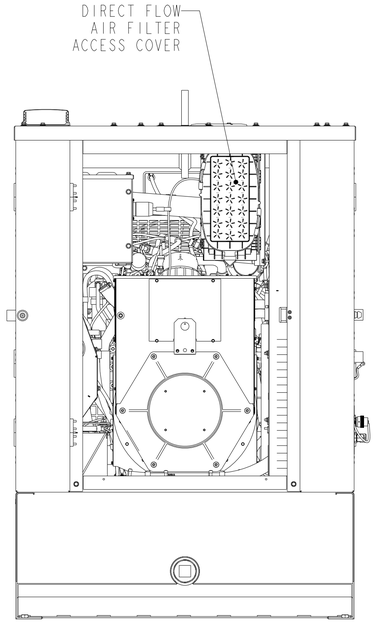


DETAIL F
SCALE 1/4
GPS FEATURE
(IF AVAILABLE)

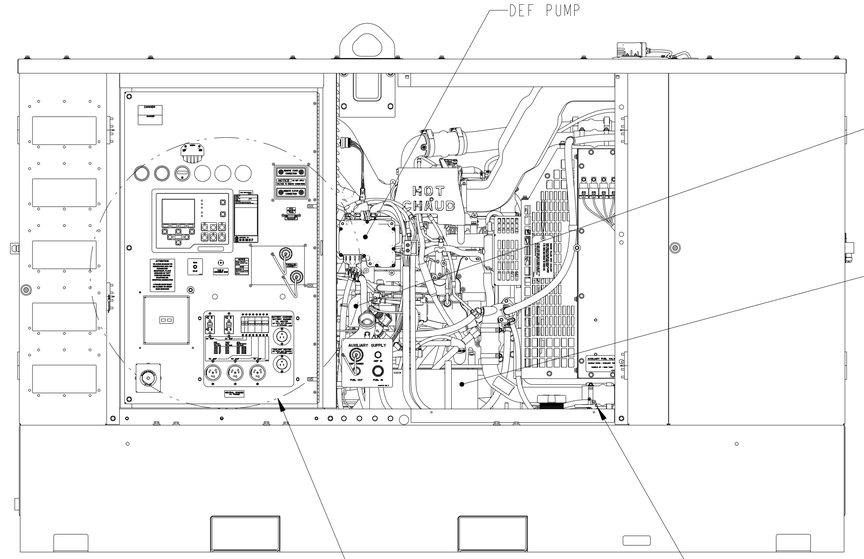


VIEW SHOWN WITH
ENCLOSURE ROOF REMOVED





VIEW SHOWN WITH SERVICE
ACCESS DOOR REMOVED

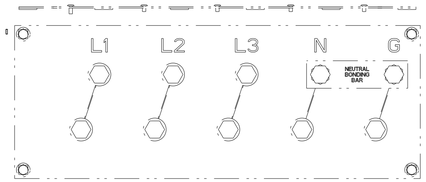


VIEW SHOWN WITH ENGINE SERVICE
DOOR AND LIFTING POST REMOVED

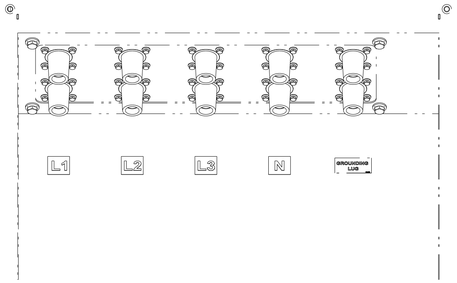
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS	SIW TO ...	DWN Y_NICHIT	CUMMINS POWER GENERATION
DIM: X ±1, .X ±0.8, .XX±0.38 — HOLE: 0.00-4.99 +0.15/-0.08; 5.00-9.99 +0.20/-0.10; 10.00-17.49 +0.25/-0.13; 17.50-24.99 +0.30/-0.13	DO NOT SCALE PRINT	CKD M_KELL	OUTLINE, GENSET
		APVD N_BAPAT	
		DATE 01AUG17	SITE CODE
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REL NO	REV	NO	REVISION	DWN	CKD	APVD	DATE
ECO-180946	C	5	RMV NOTE HMI SERVICE TOOL. ZONE C2.	DMC	MJK	J_KRUSE	23OCT18

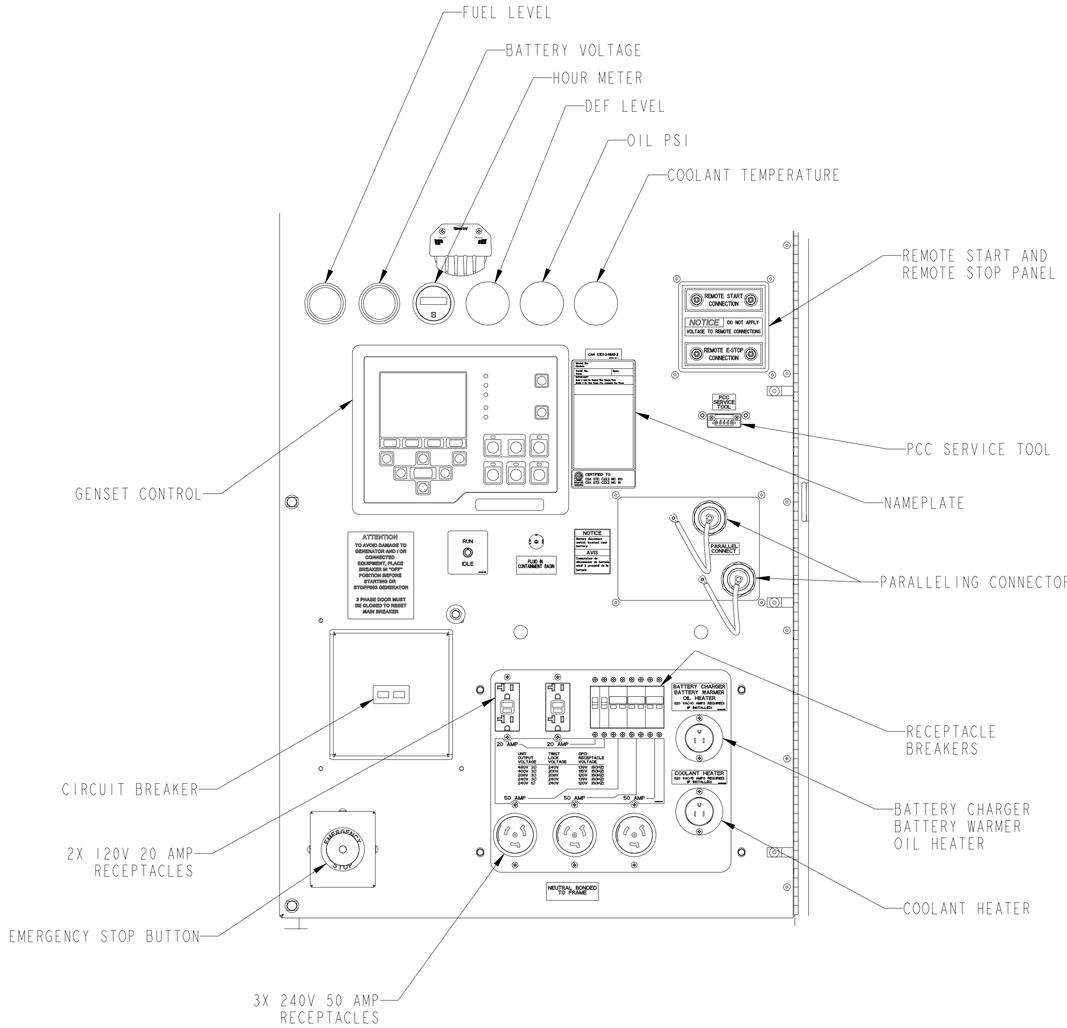
LUG CONNECTIONS



CAM LOCK CONNECTIONS



DETAIL **E**
SCALE 1/4
DISTRIBUTION PANEL
LOAD TERMINAL
CONNECTIONS
(IF AVAILABLE)



DETAIL **D**
SCALE 1/4
USER INTERFACE

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS		SIM TO .	DWN Y_NICHIT	Cummins®	CUMMINS POWER GENERATION
DIM: X ± 1; .X ± 0.8; .XX± 0.38 — HOLE: 0.00- 4.99 +0.15/-0.08; 5.00- 9.99 +0.20/-0.10; 10.00-17.49 +0.25/-0.13; 17.50-24.99 +0.30/-0.13		DO NOT SCALE PRINT	CKD M_KELL		OUTLINE,GENSET
			APVD N_BAPAT	SITE CODE	
			DATE 01AUG17		
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Part A058E446 C

Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
OUTLINE,GENSET	A058E446	No External Regulations Apply	Production Only	Production	Internal use Only	

Part Specifications :A058E446 C

Name	Description	Legacy Name
A030B356	SPECIFICATION,MATERIAL	CES10903
A058E447	DRAWING,ENGINEERING	A058E447

Sourcewell

Sourcewell Awarded Contract

Caterpillar Inc.

CAT Diesel & Natural Gas Generator Sets

#120617-CAT

Maturity Date: 01/29/2023

Contract Documents

Contract Documents

Electrical Energy Power Generation with Related Parts, Supplies, and Services

Contract #120617-CAT
Effective 01/29/2018 - 01/29/2023

Contract Documentation

- **Request for Proposal (RFP)** (1.4 MB)
- **Contract Forms** (749.29 KB)
- **Contract Acceptance & Award** (193.71 KB)
- **Contract Extension** (85.9 KB)

Competitive Solicitation Documentation

- **Affidavit of Advertisement** (1.4 MB)
- **Proposal Opening Witness Page** (344.74 KB)
- **Proposal Evaluation** (361.96 KB)
- **Evaluation Committee Comment & Review** (206.82 KB)
- **Board Minutes** (132.73 KB)

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

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Sourcewell
Formerly NJPA

June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,

Marcus Miller
General Counsel and Director of Government Relations

202 12th Street NE | P.O. Box 219 | Staples, MN 56479

888-894-1930 | www.sourcewell-mn.gov

STATE OF MINNESOTA
COUNTY OF TODD

RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to "rebrand" Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the "care, management, and control" of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.

2. The official and effective date of this change is June 6, 2018.

3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.

4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.

5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.

Chairperson, Sourcewell Board of Directors

ATTEST:

Clerk to the Board of Directors

"A City That Works"

City Council Meeting **H. 11.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the Professional Services Agreement with Krieger & Stewart, Incorporated extending the contract by one year to February 28, 2023 for the provision of wastewater pretreatment program and local limit study consulting services, and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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 the approval of the Second Amendment to the Professional Services Agreement between the City of Redlands and Krieger & Stewart, Incorporated 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 the Second Amendment to the Professional Services Agreement between the City of Redlands and Krieger & Stewart, Incorporated extending the contract by one year to February 28, 2023, for the provision of wastewater pretreatment program and local limit study consulting services.

RECOMMENDATION:

Staff recommends City Council find the approval of the Second Amendment to the Professional Services Agreement between the City of Redlands and Krieger & Stewart, Incorporated is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

Staff further recommends City Council approve the Second Amendment to the Professional Services Agreement between the City of Redlands and Krieger & Stewart, Incorporated extending the contract by one year to February 28, 2023, for the provision of wastewater pretreatment program and local limit study consulting services.

DISCUSSION:

On March 17, 2020, City Council approved a Professional Services Agreement with Krieger & Stewart, Incorporated (Krieger & Stewart) for the provision of wastewater pretreatment program and local limit study consulting services through May 30, 2021. This project was developed in response to an evaluation of the City's Industrial Pretreatment Program, performed by the Environmental Protection Agency and State Auditors, which identified necessary program enhancements. On May 17, 2021, City Council approved a First Amendment to the Agreement that extended the term of the service to February 28, 2022 and increased the total value of the Agreement to $169,850. The project has been impacted by unanticipated COVID-19 related delays beyond the control of Krieger & Stewart. A Second Amendment to the Agreement is necessary to extend the term to February 28, 2023, in order to successfully complete all project elements. This Second Amendment does not increase the total Agreement value.

Approval of the Second Amendment to the Professional Services Agreement with Krieger & Stewart is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. There is no possibility that the approval of this amendment will result in a significant effect on the environment

ALTERNATIVES:

City Council may decline approval of the staff recommendation. Although, doing so jeopardizes mandatory state and federally regulated environmental programs.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Department 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
Kevin Watson, Utilities Operations Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Shannon Simmers, Regulatory Compliance Officer

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with the Second Amendment to the Krieger & Stewart Agreement.

Attachments

Second Amendment
First Amendment (reference only)
Original Agreement (reference only)

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the Agreement for the Provision of Pretreatment Program Revision and Local Limit Study Consulting ("Agreement") dated March 17, 2020 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Krieger & Stewart, Incorporated, a California corporation ("Consultant"), is made and entered into this 15th day of February, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of their existing Agreement to extend the date for termination of the Services to February 28, 2023;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

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

"4.2 Consultant shall complete the Services by February 28, 2023, unless the Services are terminated earlier as provided for herein."

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of February 15, 2022.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KRIEGER & STEWART, INCORPORATED

By: _____
Charles A. Krieger, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of wastewater pretreatment program and local limit study consulting services ("Agreement") dated March 17, 2020 ("Agreement"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Krieger & Stewart, Incorporated, a California corporation ("Consultant"), is made and entered into this 18th day of May, 2021.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend Article 3.2 of their existing Agreement to correct the name of the City's representative from Rudolph Chow to John R. Harris; and

WHEREAS, it is the desire of City and Consultant to amend Article 4.2 of their existing Agreement to extend the date for completion of the Services to February 28, 2022; and

WHEREAS, it is the desire of City and Consultant to amend Article 4.2 of their existing Agreement to increase the payment to consultant from one hundred forty four thousand eight hundred fifty dollars ($144,850) to one hundred sixty nine thousand eight hundred fifty dollars ($169,850);

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Article 3 of the Agreement, titled "Responsibilities of City," is hereby amended to read as follows:

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

Section 2. Article 4 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by February 28, 2022, unless the Services are terminated earlier as provided for herein."

Section 3. Article 5 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred sixty-nine thousand eight hundred fifty dollars ($169,850). City shall pay Consultant on a time and materials basis up to the not to exceed

amount in accordance with Exhibit "C," titled "Bidders Rate Sheet and Compensation," which is attached hereto and incorporated herein by reference."

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 18th, 2021.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KRIEGER & STEWART, INCORPORATED

By: _____
Charles A. Krieger, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "C"
BIDDERS RATE SHEET AND COMPENSATION

Bid Item No.	Related Task Number and Task Description	Total Hours (a)	Total Cost
1	Task 1: Project Management	90	$ 16,950
2	Task 2: Data Acquisition	90	$ 14,200
3	Task 3: Approved Pretreatment Program Review and Revision	100	$ 17,100
4	Task 4: Industrial Waste Survey	68	$ 12,250
5	Task 5: Legal Authority Review and Revision	52	$ 8,950
6	Task 6: Local Limit Study (b)	170	$ 26,950
7	Task 7: Enforcement Response Plan Review and Revision	52	$ 9,200
8	Task 8: Permit and Agreement Review and Revision	110	$ 18,600
9	Task 9 – Program Sustainability and Staffing Assessment and Recommendation	44	$ 7,450
10	Task 10 –As needed services included in "As Needed Services Hourly Rate Sheet Example" in Exhibit "B".	N/A	$ 13,200
	TOTAL COST		$ 144,850

(a) Total Hours is total hours proposed by K&S staff.
(b) Local Limit Study excludes laboratory services, sampling and sampling supplies.

EXHIBIT "C"
(Continued)

Task Description	Hourly Rate
Task 1: Project Management	
Principal-in-Charge (K&S Principal Engineer I Rate)	$ 241
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
Task 2: Data Acquisition	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
GIS Engineer (K & S Associate Engineer III Rate)	$193
Task 3: Approved Pretreatment Program Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
Task 4: Industrial Waste Survey	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
Task 5: Legal Authority Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187

Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
Task 6: Local Limit Study	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
GIS Engineer (K & S Associate Engineer III Rate)	$193
Task 7: Enforcement Response Plan Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
Task 8: Permit and Agreement Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
GIS Engineer (K & S Associate Engineer III Rate)	$193
Task 9 – Program Sustainability and Staffing Assessment and Recommendation	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92

EXHIBIT "C"
(Continued)

CLASSIFICATION	RATES $/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal III	290.00
Principal II	267.00
Principal I	241.00
Senior III	227.00
Senior II	214.00
Senior I	200.00
Associate III	193.00
Associate II	187.00
Associate I	181.00
Staff III	175.00
Staff II	153.00
Staff I	134.00
Technician III	114.00
Technician II	109.00
Technician I	104.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial	400.00
Investigation and Preparation	300.00
Associate Expert:	
Testimony, Deposition, and Trial	350.00
Investigation and Preparation	250.00
Computer Aided Design Services	
Operator III	153.00
Operator II	146.00
Operator I	137.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	295.00
1 Man Crew with Standard Equipment and Survey Truck	228.00
3rd Man on Crew	137.00
Construction Services (Field)	
Construction Engineer	193.00
Electrical Inspector	171.00
Construction Inspector:	
Regular Time	135.00
Overtime:	
Weekdays (8 hours to 12 hours)	161.00
Weekdays (More than 12 hours)	194.00
Saturday (12 hours or less)	161.00
Saturday (More than 12 hours)	194.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	194.00

EXHIBIT "C"
(Continued)

CLASSIFICATION	RATES $/Hr.
Support Services	
Secretary IV	107.00
Secretary III	103.00
Secretary II	92.00
Secretary I	82.00
Utility Clerk II	76.00
Utility Clerk I	75.00
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 $/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of pretreatment program revision and local limit study consulting ("Agreement") is made and entered in this 17th day of March, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Krieger & Stewart, Incorporated ("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 pretreatment program revision and local limit study consulting 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 shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Rudolph Chow, 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 May 30, 2021, 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 one hundred forty-four thousand eight hundred fifty dollars ($144,850). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Bidders Rate Sheet and Compensation," which is attached hereto and incorporated herein by reference.

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

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

City	Consultant
City Clerk	Charles A. Krieger, President
City of Redlands	Krieger & Stewart, Incorporated
35 Cajon Street	3602 University Ave.
P.O. Box 3005 (mailing)	Riverside, CA 92501
Redlands, CA 92373	ckrieger@kriegerandstewart.com
jdonaldson@cityofredlands.org	(951) 684-6900
(909) 798-7531	

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by

Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

KRIEGER & STEWART, INCORPORATED

By: _____
Charles A. Krieger, President

Attest:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Consultant to perform the following scope of work for the pretreatment program revision and local limit study as further outlined in the accepted proposal:

Task 1 – Project Management
The overall project management is to include planning, coordination, reporting and communication. This task also includes preparation of monthly progress reports, tracking of budgets and schedules against the contract, and taking any corrective measures. Time line shall consist of the Initial Project Meeting being held within two weeks of project start date.

A. **Initial Project (Kick-off) Meeting**: Consultant shall hold a two (2) hour kick-off meeting with City staff to discuss scope, schedule, and project details. The kickoff meeting will discuss the approach the consultant would employ in executing the project and for collecting other pertinent data from the City. The meeting will ensure City's goals and objectives of the project are clearly understood by the consultant's project team.
B. **Progress Meetings**: Consultant shall attend up to six (6) progress meetings at a City office. In addition, the consultant will be available for conference calls or onsite meetings as needed to review the project progress and coordinate resolution of issues, with the City's Project Management team. Following each meeting, consultant shall prepare and distribute meeting minutes to document decisions and outstanding issues.
C. **Invoicing**: The selected consultant shall prepare monthly invoices and schedule updates to keep City staff up to date on project budget and schedule updates.
D. **Quality Assurance and Quality Control**: Consultant shall perform internal quality assurance reviews at key project completion milestones to assess overall project implementation. Consultant shall also perform technical reviews of work products and deliverables prior to submittal to the City.

Task 2 – Data Acquisition and Data Management
Consultant shall obtain the necessary information on file with the City to carryout specified tasks. Contractor shall meet or speak with affected staff to obtain any additional information needed. All data acquired as well as work performed by the consultant shall be updated in the appropriate database and electronic & hard copy files. Contractor shall ensure current and future files are reviewed for accuracy and that the data format meets City standards. Files will be accepted in PDF form unless otherwise specified.

Task 3 – Approved Pretreatment Program
Evaluate the City's approved Pretreatment Program and revise to incorporate the remaining required elements and optional provisions of the 2005 "Streamlining Rule" amendments to the 40 Code of Federal Regulations (CFR) General Pretreatment Regulations, to resolve requirements from previous Pretreatment Program Inspections (PCI) and PCA audits, and to incorporate additional provisions that facilitate oversite of industrial dischargers and other pretreatment program activities. In addition, develop Standard Operating Procedures (SOPs) which will allow the City to implement optional Streamlining Rule program revisions and other pretreatment program related activities. This task should be conducted in accordance with the most recent 40 CFR General Pretreatment Regulations and the most recent Environmental Protection Agency (EPA) Pretreatment Program Development Guidance Manual. Task shall include assistance with the preparation of a Pretreatment Program Modification package for submission to the Regional Water Quality Control Board and Environmental Protection Agency.

Task 4 – Industrial Waste Survey
Perform a comprehensive Industrial Waste Survey to identify industrial dischargers throughout the City and unincorporated areas of San Bernardino County located in the City's sphere of influence. The survey shall include details such as identification of dischargers, the character and volume of discharge, and the type of industry.

Task 5 –Legal Authority
Perform a comprehensive review of the City's local Ordinance and Municipal Code and provide recommendations and language on revisions necessary to incorporate the remaining required elements and optional provisions of the 2005 "Streamlining Rule" amendments to the 40 CFR General Pretreatment Regulations; resolve requirements from previous PCI and PCA's; include revisions to the approved pretreatment program; and any additional authority needs identified. Review may extend to other areas of the City's Ordinances and Municipal Code based on needs identified.

Task 6 – Local Limit Study
Perform a local limit study of the Publicly Owned Treatment Works (POTW) to investigate sources of discharge for the purposes of assessing contributions and pollutant loading to establish effluent limitations for pollutants of concern at the Wastewater Treatment Plant (WWTP). If new or revised local limits are needed, develop concentration limits as well as massed based limits where appropriate. Provide an estimated number of sample locations for the study as well as a list of pollutants recommended for sampling. This task should be conducted in accordance with the most recent EPA Local Limits Development Guidance Manual. Prepare written report summarizing the local limits evaluation/development of revised limits. Local Limit Study task excludes laboratory services, sampling and sampling supplies.

Task 7 – Enforcement Response Plan
Evaluate and revise the City's Enforcement Response Plan to allow for more useful application to the current industrial landscape, reflect changes in the pretreatment program, and include areas with language general in nature so that it may be utilized as enforcement response for other regulatory related programs within the City. This task should be conducted in accordance with the most recent EPA Enforcement Response Plan Development Guidance Manual.

Task 8 – Permits and Agreements
Evaluate and revise permit templates, permit applications, one multi-jurisdictional agreement, and other permit related forms to ensure they comply with regulations, include proper authority, have the appropriate language, and are enforceable. Provide recommendations and language for development of additional control mechanisms for Non-Significant Categorical Industrial Users, Zero Dischargers, and Non- Significant Industrial Users.

Task 9 – Program Sustainability and Staffing
Perform financial analysis of the City's Pretreatment Program funding and revenue sources, program activities, and provide recommendations on program sustainability and staffing.

Task 10 – As needed Services
Assist the City with additional pretreatment program related tasks, regulatory compliance consulting, project presentations and meetings. See the "Bidders Rate Sheets and Compensation" in Exhibit "C".

EXHIBIT "B"
PROJECT SCHEDULE

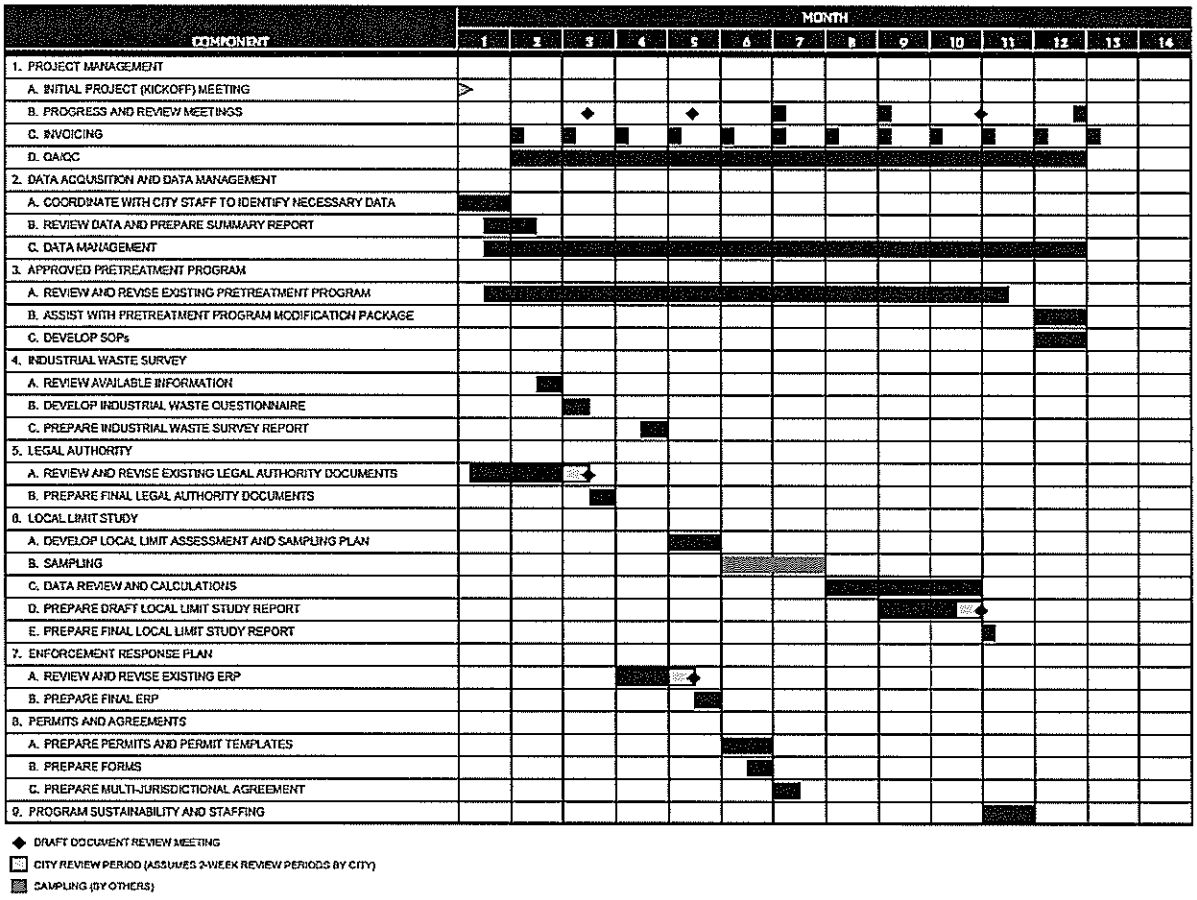


EXHIBIT "C"
BIDDERS RATE SHEET AND COMPENSATION

Bid Item No.	Related Task Number and Task Description	Total Hours (a)	Total Cost
1	Task 1: Project Management	90	$ 16,950
2	Task 2: Data Acquisition	90	$ 14,200
3	Task 3: Approved Pretreatment Program Review and Revision	100	$ 17,100
4	Task 4: Industrial Waste Survey	68	$ 12,250
5	Task 5: Legal Authority Review and Revision	52	$ 8,950
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7	Task 7: Enforcement Response Plan Review and Revision	52	$ 9,200
8	Task 8: Permit and Agreement Review and Revision	110	$ 18,600
9	Task 9 – Program Sustainability and Staffing Assessment and Recommendation	44	$ 7,450
10	Task 10 –As needed services included in "As Needed Services Hourly Rate Sheet Example" in Exhibit "B".	N/A	$ 13,200
	TOTAL COST		$ 144,850

(a) Total Hours is total hours proposed by K&S staff.
(b) Local Limit Study excludes laboratory services, sampling and sampling supplies.

EXHIBIT "C"
(Continued)

Task Description	Hourly Rate
Task 1: Project Management	
Principal-in-Charge (K&S Principal Engineer I Rate)	$ 241
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
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Task 2: Data Acquisition	
Project Manager (K & S Senior Engineer II Rate)	$214
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Task 3: Approved Pretreatment Program Review and Revision	
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Task 5: Legal Authority Review and Revision	
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Document Coordinator (K&S Secretary II Rate)	$92
Task 8: Permit and Agreement Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92
GIS Engineer (K & S Associate Engineer III Rate)	$193
Task 9 – Program Sustainability and Staffing Assessment and Recommendation	
Project Manager (K & S Senior Engineer II Rate)	$214
Project Specialist (Associate Specialist II Rate)	$187
Staff Engineer (Staff Engineer I Rate)	$134
Document Coordinator (K&S Secretary II Rate)	$92

EXHIBIT "C"
(Continued)

CLASSIFICATION	RATES $/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal III	290.00
Principal II	267.00
Principal I	241.00
Senior III	227.00
Senior II	214.00
Senior I	200.00
Associate III	193.00
Associate II	187.00
Associate I	181.00
Staff III	175.00
Staff II	153.00
Staff I	134.00
Technician III	114.00
Technician II	109.00
Technician I	104.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial	400.00
Investigation and Preparation	300.00
Associate Expert:	
Testimony, Deposition, and Trial	350.00
Investigation and Preparation	250.00
Computer Aided Design Services	
Operator III	153.00
Operator II	146.00
Operator I	137.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	295.00
1 Man Crew with Standard Equipment and Survey Truck	228.00
3rd Man on Crew	137.00
Construction Services (Field)	
Construction Engineer	193.00
Electrical Inspector	171.00
Construction Inspector:	
Regular Time	135.00
Overtime:	
Weekdays (8 hours to 12 hours)	161.00
Weekdays (More than 12 hours)	194.00
Saturday (12 hours or less)	161.00
Saturday (More than 12 hours)	194.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	194.00

EXHIBIT "C"
(Continued)

CLASSIFICATION	RATES $/Hr.
Support Services	
Secretary IV	107.00
Secretary III	103.00
Secretary II	92.00
Secretary I	82.00
Utility Clerk II	76.00
Utility Clerk I	75.00
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 $/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

KRIEGER & STEWART, INCORPORATED

By: _____ Date: 3-16-2020
Charles A. Krieger, President

"A City That Works"

City Council Meeting **H. 12.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 1 to the Agreement with Raftelis Financial Consultants, Inc. (Municipal Utilities and Engineering Director Harris)

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 approve Amendment No.1 to the Agreement with Raftelis Financial Consultants, Inc.

RECOMMENDATION:

Staff recommends City Council approve Amendment No.1 to the Agreement with Raftelis Financial Consultants, Inc.

DISCUSSION:

On April 1, 2021, the City executed an agreement with Raftelis Financial Consultants, Inc. (Raftelis) for $24,888 to provide professional financial services for water, wastewater, and recycled water/non-potable water utility rate studies. City Council accepted the Utilities Advisory Committee (UAC) and staff recommendations to implement two (2) annual wastewater utility rate increases in fiscal years 2021/22 and 2022/23 at the March 16, 2021 City Council meeting, and both were formally adopted after a Public Hearing on May 4, 2021. The City's Water and Wastewater Master Plans are nearing completion, and staff is preparing to reconvene the UAC to review the results of the Master Plans. The UAC will consider the adoption of future year utility rate increases based on recommendations within the Master Plans, and Raftelis will continue providing consulting services to support the UAC. The term of the original agreement with Raftelis was for one (1) year, commencing on April 1,

2021, and must be extended for one (1) year.

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:
Goutam K. Dobey, Engineering Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with the approval of Amendment No. 1 to the Agreement with Raftelis.

Attachments

First Amendment to Agreement with Raftelis
Raftelis Financial Agreement (Reference only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional financial services to complete a water, wastewater and recycled/non-potable water rate study ("Agreement") dated April 1, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Raftelis Financial Consultants, Inc. ("Consultant"), is made and entered into this 15th day of February, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of their existing Agreement to extend the date for termination of the Services to April 1, 2023;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Section 4.1 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.1 Consultant shall perform and complete the Services in a prompt and diligent manner. The term of the Agreement shall be for a period of two (2) years commencing as of the Effective Date, unless terminated earlier as provided herein."

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of February 15, 2022.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Sudhir Pardiwala, P.E.
Executive Vice President

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional financial services to complete a water, wastewater and recycled/non-potable water rate study ("Agreement") is made and entered in this 1st day of April, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Raftelis Financial Consultants, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional financial services to complete a water, wastewater and recycled/non-potable water rate study services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner. The term of this Agreement shall be for a period of one (1) year commencing as of the Effective Date, unless terminated earlier as provided herein.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to 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 twenty four thousand eight hundred eighty eight dollars ($24,888). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Services" which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Sudhir Pardiwala, Executive Vice President
Raftelis Financial Consultants, Inc.
24640 Jefferson Avenue, Suite 207
Murrieta, CA 92562
spardiwala@raftelis.com
Phone: (626)827-8931

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

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

RAFTELIS FINANCIAL
CONSULTANTS, INC.

By: _____
Sudhir Pardiwala, P.E.
Executive Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work

Task 1
Financial Plan, Cost of Service Analysis and Rates

Raftelis will update the cost of service analysis developed in the previous study consistent with industry standards and methodologies based on revised capital expenses and funding methods. Raftelis will update the financial plan and rates based on revised data. Raftelis will provide the City with updated model.

Meetings: None
Deliverable(s): Water and wastewater cost of service analysis in Microsoft Excel

Task2
Meetings with UAC

Raftelis staff will conduct up to two web meetings with the UAC as described in the above tasks to review the financial plan, rate design, rates and customer impacts.

Meetings: Up to two web meetings with the UAC included in the tasks above
Deliverables: Presentation materials for two public meetings; Supplementary communications materials

Task 3
Proposition 218 Notice and Public Hearing

Raftelis will prepare a draft Public Hearing notice for City staff and City Attorney review and incorporate comments into the final notice. City staff will print and mail the notices independently. Raftelis will then present the study results at a Proposition 218 hearing in which we will address the City Council and public questions and comments. Presentation materials will be provided to City staff beforehand for review.

Meetings: One Proposition 218 Public Hearing
Deliverables: Draft and final Proposition 218 public notices; Public Hearing presentation materials

EXHIBIT "B"
COST SERVICES

The table below shows the estimated hours and fees for the scope of work described above, Fees include technology charges to cover computer, network, software, phone call, mailing costs, etc.

Tasks	Number of Web Meetings	Number of Meetings	Hours PM	APM	SC	Admin	Total	Labor	Expenses	Total Fees & Expenses
1. Financial Plan, Cost of Service Analysis and Rates			10	5	40	3	58	$13,615	$580	$14,195
2. UAC Meetings distributed above	2		8		16	0	24	$6,160	$240	$6,400
3. Proposition 218 Notice and Public Hearing/2nd Hearing	2		8	2	4	0	14	$4,130	$140	$4,293
	4	0	26	7	60	3	96			
			$340	$275	$215	$80				
			$8,840	$1,925	$12,900	$240	$23,905			
									Total Fees	$23,905
									Total Expenses	$983
									Total Fees & Expenses	$24,888

PM - Project Manager, Sudhir Pardiwala
APM - Asst Project Manager, John Wright
SC - Staff Consultants
Admin - Administrative Staff

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____ Date: April 1, 2021

Sudhir Pardiwala, P.E.
Executive Vice President

"A City That Works"

City Council Meeting **H. 13.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Tract No. 18762-2 Final Map prepared and submitted by the San Bernardino County Housing Authority (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council approve Tract No. 18762-2 Final Map.

RECOMMENDATION:

Staff recommends that City Council approve Tract No. 18762-2 Final Map.

DISCUSSION:

On July 14, 2009, the Planning Commission recommended City Council adoption and approval of documents related to Tentative Tract No. 18762 (Project) for a phased 228 unit planned residential development on approximately nineteen (19) acres, which also proposed to subdivide the same site into 41 lots, on the northeast corner of Orange Street and Lugonia Avenue. On August 4, 2009, the City Council adopted the following:

1. Resolution No. 6872 - Amendment to the Redlands General Plan;
2. Resolution No. 6873 - Street Vacation No.s 149 - 152;
3. Ordinance No. 8097 - Adopt Specific Plan No. 61;

On October 16, 2012. City Council approved final Tract Map No. 18762-1 (attached).

The owner has complied with all conditions of approval for Tentative Tract Map 18762. The Final Map for Phase 2 (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 to approve Tract No. 18762-2 Final Map.

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:
Don Young, One Stop Permit Center Manager

Attachments

A. Recorded Tract Map No. 18762-1
B. Tract Map No. 18762-2
C. Subdivision Improvement Agreement and Bonds
D. Resolution No. 6872
E. Resolution No. 6973
F. Ordinance No. 2721

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

SHEET 1 OF 3 SHEETS

TRACT NO. 18762-1

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.
HALL & FOREMAN, INC.
JUNE 2011

337/1

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAPS WITHIN THE HEAVY BORDER LINE, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND WE HEREBY DEDICATE TO THE CITY OF REDLANDS FOR PUBLIC USE THE EASTERLY 11.00 FEET OF ORANGE STREET AND THE NORTHERLY 20.00 FEET OF THAT PORTION OF LUGONIA AVENUE LYING WESTERLY OF THE BOUNDARY OF SAID TRACT NO. 6414, AS SHOWN ON SAID FINAL MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS A VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES OF THAT PORTION OF LOT "19" AS DELINEATED ON THE ANNEXED MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS A 24 FOOT WIDE EASEMENT FOR PUBLIC UTILITY PURPOSES OF THAT PORTION OF LOTS "1" THROUGH "18", INCLUSIVE, AS DELINEATED ON THE ANNEXED MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS AN 8 FOOT WIDE EASEMENT FOR PUBLIC ACCESS, DRAINAGE AND UTILITY PURPOSES OF THAT PORTION OF LOT "A" AS DELINEATED ON THE ANNEXED MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFIT OF LOT "19", A PRIVATE DRAINAGE EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE PURPOSES AS DELINEATED ON THE ANNEXED MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, LOT "A" AS OPEN SPACE AS DELINEATED ON THE ANNEXED MAP.

HOUSING AUTHORITY OF SAN BERNARDINO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

NAME: DANIEL J. NACKERMAN
TITLE: PRESIDENT/CEO

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON 10-11-2012 BEFORE ME, Sylvia Robles
A NOTARY PUBLIC, PERSONALLY APPEARED
Daniel J Nackerman
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) 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~~ SIGNATURES 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.
Sylvia Robles NAME PRINTED SIGNATURE Sylvia Robles
MY COMMISSION EXPIRES: 2-24-2016
MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY

SYLVIA ROBLES
Commission # 1927710
Notary Public - California
San Bernardino County
My Comm. Expires Feb 24, 2016

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED
_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) 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 SIGNATURES 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.
_____ NAME PRINTED _____ SIGNATURE
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THE INTEREST CANNOT RIPEN INTO A FEE.

J. D. B. STILLMAN, ET AL., THE OWNERS OF OF AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES AS DISCLOSED BY DEED RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102, OF DEEDS OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.

WM. A. MORTON, et al., THE OWNERS OF THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH A FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS DESCRIBED IN THE DEED RECORDED DECEMBER 8, 1904 IN BOOK 352, PAGE 311, OF DEEDS, OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, THE OWNERS OF AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 27, 1961 IN BOOK 5337, PAGE 173 OF OFFICIAL RECORDS.

ENGINEER'S STATEMENT:

I, ANTHONY J. TERICH, HEREBY STATE THAT I AM A PROFESSIONAL ENGINEER 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 HOUSING AUTHORITY OF SAN BERNARDINO ON JUNE OF 2011. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL 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 SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 10-10-12
ANTHONY J. TERICH, R.C.E. NO.: 21914
EXPIRATION DATE: 09/30/13

REGISTERED PROFESSIONAL ENGINEER ANTHONY J. TERICH NO. 21914 EXP. 9-30-13 CIVIL STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF REDLANDS TITLE 17 HAVE BEEN COMPLIED WITH.

FREDERICK MOUSAVIPOUR, R.C.E. 47641
CITY ENGINEER, CITY OF REDLANDS
DATED: _____

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

RICHARD S. FURLONG, CONTRACT SURVEYOR
LS 8422
DATED: 10-11-12

PROFESSIONAL LAND SURVEYOR RICHARD S. FURLONG No. 8422 EXP. 12-31-12 STATE OF CALIFORNIA

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON 10-16-2012 APPROVED THIS MAP AND ACCEPTED FOR PUBLIC USE TO BE IN ACCORDANCE WITH CITY STANDARDS, THE NORTHERLY 20' OF LUGONIA AVENUE AND EASTERLY 11' OF ORANGE STREET AS SHOWN ON SAID MAP, AND THE PUBLIC ACCESS, DRAINAGE AND UTILITY EASEMENTS OVER LOT "A" AND THE PUBLIC UTILITY EASEMENT OVER LOTS 1-19 AS DELINEATED ON SAID MAP.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66499.20½ AND 66434(g) OF THE SUBDIVISION MAP ACT, ALL STREETS AND EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF REDLANDS, AS SET FORTH IN A DECLARATION OF DEDICATION, RECORDED MAY 9, 1997 AS INSTRUMENT NO. 1997-0185917, OFFICIAL RECORDS.

DATED: 10/16/12
SAM IRWIN
CITY CLERK, CITY OF REDLANDS

CITY OF REDLANDS INCORPORATED 1888 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, LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS,

NOT YET PAYABLE, ESTIMATED TO BE $ 0 (EXEMPT)

DATE: 11/5/2012

LARRY WALKER AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: Donna M Carungo
DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 0 (EXEMPT) HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS 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 FILING OF THE ~~UNANNEXED~~ MAP WITH THE COUNTY RECORDER, 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 ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.
SPECIAL

DATE: 11/5/2012

LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

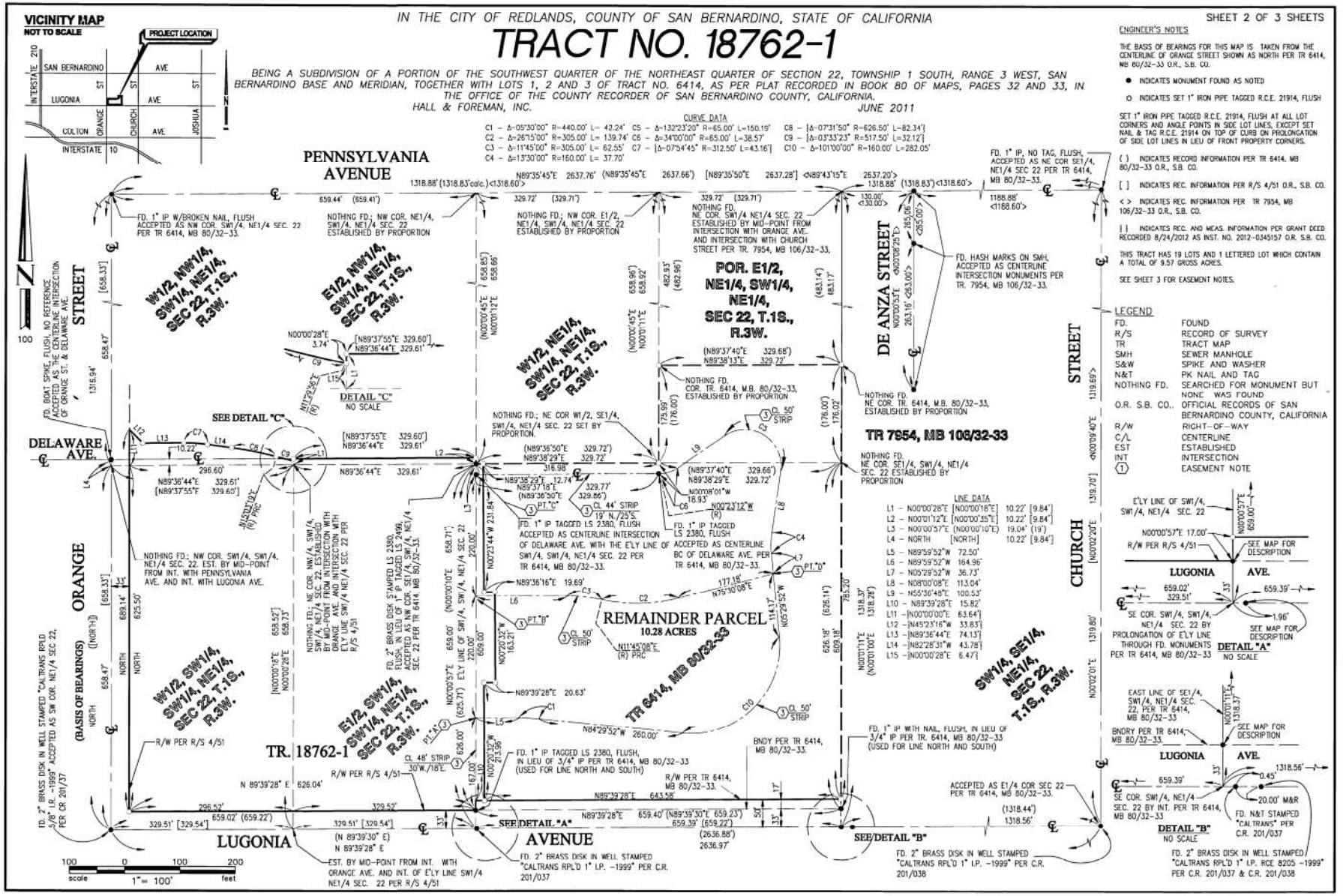
BY: Donna M Carungo
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2012-0512940 THIS 3RD DAY OF DECEMBER, 2012, AT 8:25AM IN BOOK 337 OF TRACT MAPS AT PAGES 1-3 AT THE REQUEST OF FIRST AMERICAN TITLE-CORONA
IN THE AMOUNT OF $ 14.00

DENNIS DRAEGER
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO
BY: Nicole Jurio-Lott
DEPUTY RECORDER

Recorded in Official Records, County of San Bernardino
Dec#: 2012-0512940
12/03/2012 8:25 AM


VICINITY MAP
NOT TO SCALE
PROJECT LOCATION
INTERSTATE 210
SAN BERNARDINO AVE
LUGONIA AVE
COLTON AVE
ORANGE ST
CHURCH ST
JOSHUA ST
INTERSTATE 10
IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
SHEET 2 OF 3 SHEETS
TRACT NO. 18762-1
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.
HALL & FOREMAN, INC.
JUNE 2011
CURVE DATA
C1 – Δ=05°30'00" R=440.00' L= 42.24'
C2 – Δ=26°15'00" R=305.00' L= 139.74'
C3 – Δ=11°45'00" R=305.00' L= 62.55'
C4 – Δ=13°30'00" R=160.00' L= 37.70'
C5 – Δ=132°23'20" R=65.00' L=150.19'
C6 – Δ=34°00'00" R=65.00' L=38.57'
C7 – [Δ=07°54'45" R=312.50' L=43.16']
C8 – [Δ=07°31'50" R=626.50' L=82.34']
C9 – [Δ=03°33'23" R=517.50' L=32.12']
C10 – Δ=101°00'00" R=160.00' L=282.05'
ENGINEER'S NOTES
THE BASIS OF BEARINGS FOR THIS MAP IS TAKEN FROM THE CENTERLINE OF ORANGE STREET SHOWN AS NORTH PER TR 6414, MB 80/32-33 O.R., S.B. CO.
● INDICATES MONUMENT FOUND AS NOTED
○ INDICATES SET 1" IRON PIPE TAGGED R.C.E. 21914, FLUSH
SET 1" IRON PIPE TAGGED R.C.E. 21914, FLUSH AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, EXCEPT SET NAIL & TAG R.C.E. 21914 ON TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNERS.
( ) INDICATES RECORD INFORMATION PER TR 6414, MB 80/32-33 O.R., S.B. CO.
[ ] INDICATES REC. INFORMATION PER R/S 4/51 O.R., S.B. CO.
< > INDICATES REC. INFORMATION PER TR 7954, MB 106/32-33 O.R., S.B. CO.
[ ] INDICATES REC. AND MEAS. INFORMATION PER GRANT DEED RECORDED 8/24/2012 AS INST. NO. 2012-0345157 O.R. S.B. CO.
THIS TRACT HAS 19 LOTS AND 1 LETTERED LOT WHICH CONTAIN A TOTAL OF 9.57 GROSS ACRES.
SEE SHEET 3 FOR EASEMENT NOTES.
LEGEND
FD. FOUND
R/S RECORD OF SURVEY
TR TRACT MAP
SMH SEWER MANHOLE
S&W SPIKE AND WASHER
N&T PK NAIL AND TAG
NOTHING FD. SEARCHED FOR MONUMENT BUT NONE WAS FOUND
O.R. S.B. CO., OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
R/W RIGHT-OF-WAY
C/L CENTERLINE
EST ESTABLISHED
INT INTERSECTION
① EASEMENT NOTE
PENNSYLVANIA AVENUE
DE ANZA STREET
ORANGE STREET
CHURCH STREET
DELAWARE AVE.
LUGONIA AVENUE
POR. E1/2, NE1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
W1/2, NW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
E1/2, NW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
W1/2, NE1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
W1/2, SW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
E1/2, SW1/4, NE1/4, SEC 22, T.1S., R.3W.
SW1/4, SE1/4, NE1/4, SEC 22, T.1S., R.3W.
TR 7954, MB 106/32-33
TR 6414, MB 80/32-33
REMAINDER PARCEL
10.28 ACRES
TR. 18762-1
SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"
DETAIL "A" NO SCALE
DETAIL "B" NO SCALE
DETAIL "C" NO SCALE
LINE DATA
L1 – N00°00'28"E [N00°00'18"E] 10.22' [9.84']
L2 – N00°01'12"E [N00°00'35"E] 10.22' [9.84']
L3 – N00°00'57"E (N00°00'10"E) 19.04' (19')
L4 – NORTH [NORTH] 10.22' [9.84']
L5 – N89°59'52"W 72.50'
L6 – N89°59'52"W 164.96'
L7 – N05°29'52"W 36.73'
L8 – N08°00'08"E 113.04'
L9 – N55°36'48"E 100.53'
L10 – N89°39'28"E 15.82'
L11 – [N00°00'00"E 63.64']
L12 – [N45°23'16"W 33.83']
L13 – [N89°36'44"E 74.13']
L14 – [N82°28'31"W 43.78']
L15 – [N00°00'28"E 6.47']
FD. 1" IP W/BROKEN NAIL, FLUSH ACCEPTED AS NW COR. SW1/4, NE1/4 SEC. 22 PER TR 6414, MB 80/32-33.
NOTHING FD.; NW COR. NE1/4, SW1/4, NE1/4 SEC. 22 ESTABLISHED BY PROPORTION
NOTHING FD.; NW COR. E1/2, NE1/4, SW1/4, NE1/4 SEC. 22 ESTABLISHED BY PROPORTION
NOTHING FD. NE COR. SW1/4 NE1/4 SEC. 22 ESTABLISHED BY MID-POINT FROM INTERSECTION WITH ORANGE AVE. AND INTERSECTION WITH CHURCH STREET PER TR. 7954, MB 106/32-33.
FD. 1" IP, NO TAG, FLUSH, ACCEPTED AS NE COR SE1/4, NE1/4 SEC 22 PER TR 6414, MB 80/32-33.
FD. HASH MARKS ON SMH, ACCEPTED AS CENTERLINE INTERSECTION MONUMENTS PER TR. 7954, MB 106/32-33.
FD. BOAT SPIKE, FLUSH, NO REFERENCE ACCEPTED AS THE CENTERLINE INTERSECTION OF ORANGE ST. & DELAWARE AVE.
NOTHING FD.; NW COR. SW1/4, SW1/4, NE1/4 SEC. 22. EST. BY MID-POINT FROM INT. WITH PENNSYLVANIA AVE. AND INT. WITH LUGONIA AVE.
NOTHING FD.; NE COR. W1/2, SE1/4, SW1/4, NE1/4 SEC. 22 SET BY PROPORTION.
NOTHING FD. COR. TR. 6414, M.B. 80/32-33, ESTABLISHED BY PROPORTION
NOTHING FD. NE COR. TR. 6414, M.B. 80/32-33, ESTABLISHED BY PROPORTION
NOTHING FD. NE COR. SE1/4, SW1/4, NE1/4 SEC. 22 ESTABLISHED BY PROPORTION
FD. 1" IP TAGGED LS 2380, FLUSH ACCEPTED AS CENTERLINE INTERSECTION OF DELAWARE AVE. WITH THE E'LY LINE OF SW1/4, SW1/4, NE1/4 SEC. 22 PER TR 6414, MB 80/32-33.
FD. 1" IP TAGGED LS 2380, FLUSH ACCEPTED AS CENTERLINE BC OF DELAWARE AVE. PER TR 6414, MB 80/32-33.
FD. 2" BRASS DISK STAMPED LS 2380, FLUSH, IN LIEU OF 1" IP TAGGED LS 2499, ACCEPTED AS NW COR. SEC. 22 PER TR 6414, MB 80/32-33.
FD. 1" IP TAGGED LS 2380, FLUSH, IN LIEU OF 3/4" IP PER TR 6414, MB 80/32-33 (USED FOR LINE NORTH AND SOUTH)
FD. 1" IP WITH NAIL, FLUSH, IN LIEU OF 3/4" IP PER TR. 6414, MB 80/32-33 (USED FOR LINE NORTH AND SOUTH)
ACCEPTED AS E1/4 COR SEC 22 PER TR 6414, MB 80/32-33.
FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS RPL'D 1" I.P. -1999" PER C.R. 201/037
FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS RPL'D 1" I.P. -1999" PER C.R. 201/038
FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS RPL'D 1" I.P. RCE 8205 -1999" PER C.R. 201/037 & C.R. 201/038
FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS" PER C.R. 201/037
FD. N&T STAMPED "CALTRANS" PER C.R. 201/037
EST. BY MID-POINT FROM INT. WITH ORANGE AVE. AND INT. OF E'LY LINE SW1/4 NE1/4 SEC. 22 PER R/S 4/51
R/W PER R/S 4/51
R/W PER TR 6414, MB 80/32-33.
BNDRY PER TR 6414, MB 80/32-33.
CL 48' STRIP 30'W./18'E.
CL 50' STRIP
CL 44' STRIP 19' N./25'S.
(BASIS OF BEARINGS) NORTH
scale 1" = 100' feet

337/2

337/3

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT NO. 18762-1

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

HALL & FOREMAN, INC.

JUNE 2011

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY SURVEY MAP AND ENGINEERS NOTES.

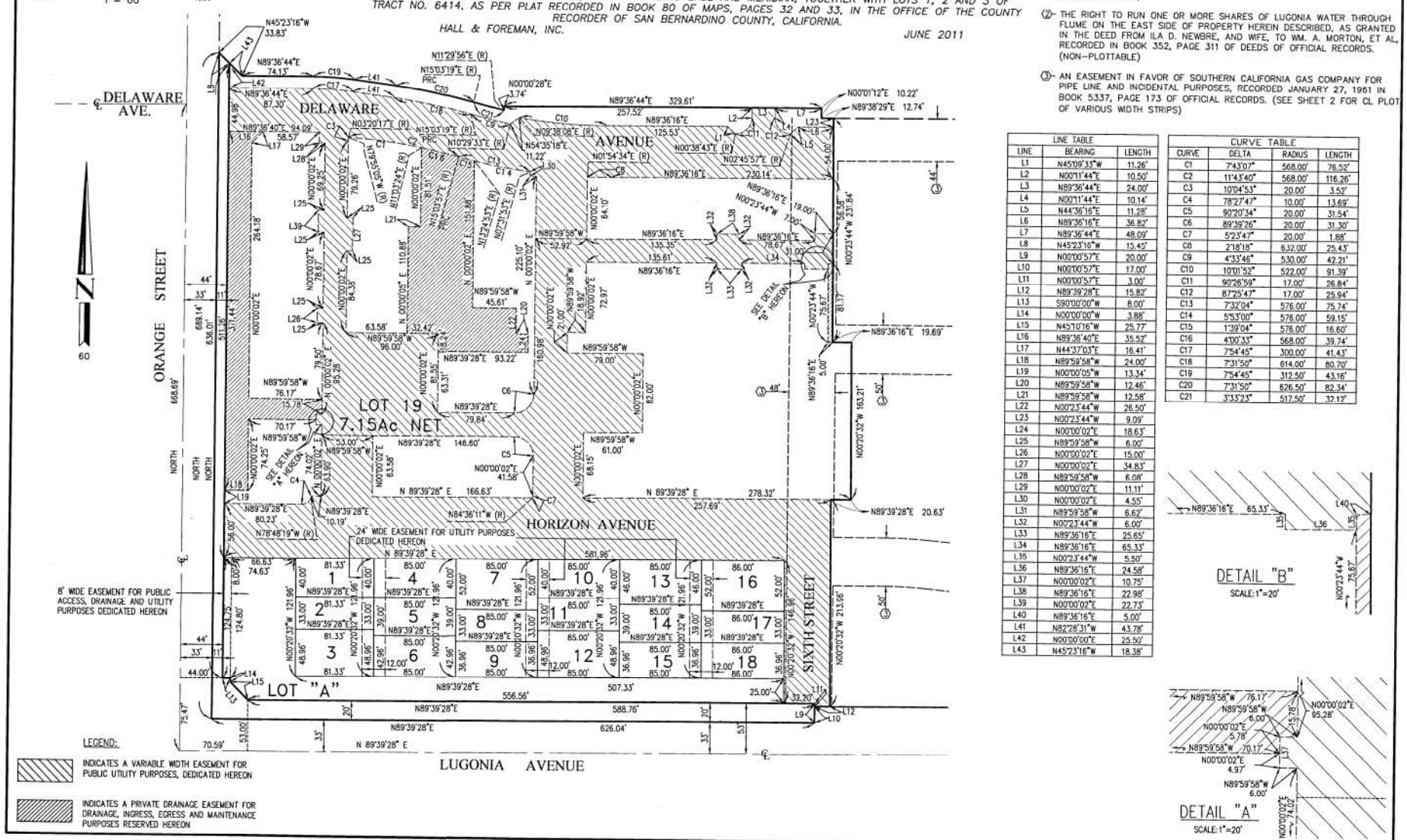
60 0 60 120
scale 1"= 60' feet

EASEMENT NOTES:

(1)- AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES, RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)

(2)- THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS GRANTED IN THE DEED FROM ILA D. NEWBRE, AND WIFE, TO WM. A. MORTON, ET AL, RECORDED IN BOOK 352, PAGE 311 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)

(3)- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 27, 1961 IN BOOK 5337, PAGE 173 OF OFFICIAL RECORDS. (SEE SHEET 2 FOR CL PLOT OF VARIOUS WIDTH STRIPS)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°09'33"W	11.26'
L2	N00°11'44"E	10.50'
L3	N89°36'44"E	24.00'
L4	N00°11'44"E	10.14'
L5	N44°36'16"E	11.28'
L6	N89°36'16"E	36.82'
L7	N89°36'44"E	48.09'
L8	N45°23'16"W	15.45'
L9	N00°00'57"E	20.00'
L10	N00°00'57"E	17.00'
L11	N00°00'57"E	3.00'
L12	N89°39'28"E	15.82'
L13	S90°00'00"W	8.00'
L14	N00°00'00"W	3.88'
L15	N45°10'16"W	25.77'
L16	N89°36'40"E	35.52'
L17	N44°37'03"E	16.41'
L18	N89°59'58"W	24.00'
L19	N00°00'05"W	13.34'
L20	N89°59'58"W	12.46'
L21	N89°59'58"W	12.58'
L22	N00°23'44"W	26.50'
L23	N00°23'44"W	9.09'
L24	N00°00'02"E	18.63'
L25	N89°59'58"W	6.00'
L26	N00°00'02"E	15.00'
L27	N00°00'02"E	34.83'
L28	N89°59'58"W	6.08'
L29	N00°00'02"E	11.11'
L30	N00°00'02"E	4.55'
L31	N89°59'58"W	6.62'
L32	N00°23'44"W	6.00'
L33	N89°36'16"E	25.65'
L34	N89°36'16"E	65.33'
L35	N00°23'44"W	5.50'
L36	N89°36'16"E	24.58'
L37	N00°00'02"E	10.75'
L38	N89°36'16"E	22.98'
L39	N00°00'02"E	22.73'
L40	N89°36'16"E	5.00'
L41	N82°28'31"W	43.78'
L42	N00°00'00"E	25.50'
L43	N45°23'16"W	18.38'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°43'07"	568.00'	76.52'
C2	11°43'40"	568.00'	116.26'
C3	10°04'53"	20.00'	3.52'
C4	78°27'47"	10.00'	13.69'
C5	90°20'34"	20.00'	31.54'
C6	89°39'26"	20.00'	31.30'
C7	5°23'47"	20.00'	1.88'
C8	2°18'18"	632.00'	25.43'
C9	4°33'46"	530.00'	42.21'
C10	10°01'52"	522.00'	91.39'
C11	90°26'59"	17.00'	26.84'
C12	87°25'47"	17.00'	25.94'
C13	7°32'04"	576.00'	75.74'
C14	5°53'00"	576.00'	59.15'
C15	1°39'04"	576.00'	16.60'
C16	4°00'33"	568.00'	39.74'
C17	7°54'45"	300.00'	41.43'
C18	7°31'50"	614.00'	80.70'
C19	7°54'45"	312.50'	43.16'
C20	7°31'50"	626.50'	82.34'
C21	3°33'23"	517.50'	32.12'

337/3

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT NO. 18762-2

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

DAVID EVANS AND ASSOCIATES, INC. FEBRUARY 2021

OWNER'S STATEMENT:

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

WE HEREBY DEDICATE TO THE CITY OF REDLANDS A VARIABLE WIDTH EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OF THAT PORTION OF LOT 1 AS DELINEATED ON THE FINAL MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFIT OF LOT 1, A PRIVATE EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND MAINTENANCE PURPOSES AS DELINEATED ON THE FINAL MAP.

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

Maria Razo
NAME: Maria Razo
TITLE: Executive Director

NAME:
TITLE:

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.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA}
COUNTY OF San Bernardino }

ON January 18, 2022 BEFORE ME, A. Avilez-Avila, Notary Public A NOTARY PUBLIC, PERSONALLY APPEARED Maria Razo, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~(S)~~/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 PENALITY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:

A. Avilez-Avila
NOTARY PUBLIC SIGNATURE
A. Avilez-Avila
PRINT NAME
MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino *COUNTY*
MY COMMISSION EXPIRES MAY 27, 2022
COMMISSION No. 2240544

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.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA}
COUNTY OF _____}

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, 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 PENALITY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

COMMISSION No. _____

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THE INTEREST CANNOT RIPEN INTO A FEE.

J. D. B. STILLMAN, ET AL., THE OWNERS OF OF AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES AS DISCLOSED BY DEED RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102, OF DEEDS OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.

WM. A. MORTON, et al., THE OWNERS OF THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH A FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS DESCRIBED IN THE DEED RECORDED DECEMBER 8, 1904 IN BOOK 352, PAGE 311, OF DEEDS, OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORDS.

SURVEYOR'S STATEMENT:

I, BRIAN K. MICKELSON, 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 HOUSING AUTHORITY OF SAN BERNARDINO IN FEBRUARY OF 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL 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 SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 1-14-2022

B. K. Mickelson
BRIAN K. MICKELSON, L.S. NO.: 7320
EXPIRATION DATE: 06/30/2023

PROFESSIONAL LAND SURVEYOR — BRIAN K. MICKELSON — No. 7320 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

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

GOUTAM K. DOBEY, R.C.E. 75646
ENGINEERING MANAGER, CITY OF REDLANDS

DATED: 1/27/2022

REGISTERED PROFESSIONAL ENGINEER — GOUTAM K DOBEY — No. 75646 — CIVIL — STATE OF CALIFORNIA

I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

RICHARD S FURLONG, CONTRACT SURVEYOR
LS 8422

DATED: 1-20-22

PROFESSIONAL LAND SURVEYOR — RICHARD S FURLONG — No. 8422 — STATE OF CALIFORNIA

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON _____, APPROVED THIS MAP AND ACCEPTED FOR PUBLIC USE TO BE IN ACCORDANCE WITH CITY STANDARDS, THE VARIABLE WIDTH EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OVER A PORTION OF LOT 1, AS DELINEATED ON SAID FINAL MAP,

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66499.20½ AND 66434(g) OF THE SUBDIVISION MAP ACT, ALL STREETS AND EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF REDLANDS, AS SET FORTH IN A DECLARATION OF DEDICATION, RECORDED MAY 9, 1997 AS INSTRUMENT NO. 1997-0165917, OFFICIAL RECORDS.

DATED: _____

_____
JEANNE DONALDSON
CITY CLERK, CITY OF REDLANDS

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, 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 SUPERVISORS 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 FILING OF THE ANNEXED MAP WITH THE COUNTY RECORDER, 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 ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: _____

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

BY: _____
DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

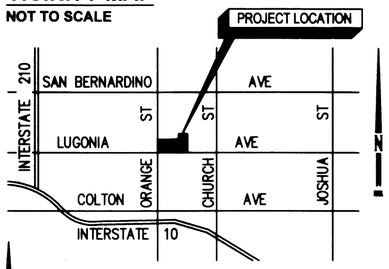
THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____, THIS _____ DAY OF _____, ~~2021~~ 2022, AT _____.M. IN BOOK _____ OF TRACT MAPS AT PAGES _____, AT THE REQUEST OF _____,

IN THE AMOUNT OF $_____.

BOB DUTTON
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

VICINITY MAP
NOT TO SCALE



IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT NO. 18762-2

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

DAVID EVANS & ASSOC., INC. *FEBRUARY 2021*

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS MAP IS TAKEN FROM THE CENTERLINE OF ORANGE STREET SHOWN AS NORTH PER TR 6414, MB 80/32-33 O.R., S.B. CO.

- ● INDICATES MONUMENT FOUND AS NOTED
- o INDICATES SET 1" IRON PIPE TAGGED LS 7320, FLUSH

SET 1" IRON PIPE TAGGED LS 7320, FLUSH AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, EXCEPT SET NAIL & TAG LS 7320 ON TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNERS.

((( ))) INDICATES MEASURED AND RECORD INFORMATION PER DOCUMENT NO. 2021-0446094 (GRANT DEED).

(( )) INDICATES MEASURED AND RECORD INFORMATION PER TR 18762-1 MB 337/1-3 O.R., S.B. CO.

( ) INDICATES RECORD INFORMATION PER TR 6414, MB 80/32-33 O.R., S.B. CO.

[ ] INDICATES REC. INFORMATION PER R/S 4/51 O.R., S.B. CO.

< > INDICATES REC. INFORMATION PER TR 7954, MB 106/32-33 O.R., S.B. CO.

THIS TRACT HAS 1 LOT WHICH CONTAINS A TOTAL OF 8.06 GROSS ACRES.

SEE SHEET 3 FOR EASEMENT NOTES.

LEGEND

C.S.F.B. 201/037	COUNTY SURVEY FIELD BOOK/PAGE
FD.	FOUND
R/S 4/51	RECORD OF SURVEY BOOK/PAGE
M&R	MEASURED AND RECORD
S&W	SPIKE AND WASHER
N&T	PK NAIL AND TAG
SFN	SEARCHED FOR MONUMENT BUT NONE WAS FOUND
O.R. S.B. CO..	OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
EST	ESTABLISHED
INT	INTERSECTION

PENNSYLVANIA AVENUE

1318.88' (1318.83'calc.) <1318.60'> N89°35'45"E 2637.76' (N89°35'45"E 2637.66') [N89°35'50"E 2637.28') <N89°43'15"E 2637.20'>

659.44' (659.41') 329.72' (329.71') 329.72' (329.71') 130.00' 1318.88' (1318.83') <1318.60'> 1188.88' <1188.60'>

FD. 1" IP W/BROKEN NAIL, FLUSH ACCEPTED AS NW COR. SW1/4, NE1/4 SEC. 22 PER TR 6414, MB 80/32-33.

NOTHING FD.; NW COR. NE1/4, SW1/4, NE1/4 SEC. 22 ESTABLISHED BY PROPORTION

NOTHING FD.; NW COR. E1/2, NE1/4, SW1/4, NE1/4 SEC. 22 ESTABLISHED BY PROPORTION

NOTHING FD. NE COR. SW1/4 NE1/4 SEC. 22 ESTABLISHED BY MID-POINT FROM INTERSECTION WITH ORANGE AVE. AND INTERSECTION WITH CHURCH STREET PER TR. 7954, MB 106/32-33,

FD. 1" IP, NO TAG, FLUSH, ACCEPTED AS NE COR SE1/4, NE1/4 SEC 22 PER TR 6414, MB 80/32-33.

FD. HASH MARKS ON SMH, ACCEPTED AS CENTERLINE INTERSECTION MONUMENTS PER TR. 7954, MB 106/32-33.

DE ANZA STREET <N00°08'25"E 265.06' <265.00'> N00°03'53"E 263.16' <263.00'>

STREET [658.33'] 658.47' 1316.94'

FD. BOAT SPIKE, FLUSH, NO REFERENCE ACCEPTED AS THE CENTERLINE INTERSECTION OF ORANGE ST. & DELAWARE AVE.

W1/2, NW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

E1/2, NW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

W1/2, NE1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

POR. E1/2, NE1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

658.96' 658.92' (N00°00'45"E N00°01'12"E) 658.85' 658.66' (N00°00'45"E N00°01'11"E) 482.93' (482.96') (483.14') 483.17'

(N89°37'40"E 329.68') ((N89°38'13"E 329.72'))

FD. 1" IRON PIPE PER. TR. 18762-1, M.B. 337/1-3,

NOTHING FD. NE COR. TR. 6414, M.B. 80/32-33, ESTABLISHED PER TR. 18762-1, M.B. 337/1-3,

TR 7954, MB 106/32-33

NOTHING FD.; NE COR W1/2, SE1/4, SW1/4, NE1/4 SEC. 22 SET BY PROPORTION.

175.99' (176.00') (176.00') 176.02'

FD. 1" IRON PIPE PER. TR. 18762-1, M.B. 337/1-3,

DELAWARE AVE.

[N89°37'55"E 329.60'] N89°36'44"E 329.61' SFN (N89°36'50"E 329.72') ((N89°38'29"E 329.72')) 316.98' N89°38'29"E 12.74' (N89°37'40"E 329.66') N89°38'29"E 329.72'

N89°36'44"E 329.61' [N89°37'55"E 329.60'] N89°36'44"E 329.61'

NOTHING FD.; NW COR. SW1/4, SW1/4, NE1/4 SEC. 22. EST. BY MID-POINT FROM INT. WITH PENNSYLVANIA AVE. AND INT. WITH LUGONIA AVE.

NOTHING FD.; NE COR. NW1/4, SW1/4, SW1/4, NE1/4 SEC. 22. ESTABLISHED BY MID-POINT FROM INTERSECTION WITH ORANGE AVE. AND INTERSECTION WITH E'LY LINE SW1/4 NE1/4 SEC. 22 PER R/S 4/51

FD. 2" BRASS DISK STAMPED LS 2380, FLUSH, IN LIEU OF 1" IP TAGGED LS 2499, ACCEPTED AS NW COR. SE1/4, SW1/4, NE1/4 SEC. 22 PER TR 6414, MB 80/32-33.

LOT 1

(N00°23'44"W 231.84')) (N00°20'32"W 163.21'))

SFN ((N89°36'16"E 19.69'))

SFN ((N89°39'28"E 20.63')) (((64.00'))) (((N 89°39'28" E 644.53')))

VEHICULAR ACCESS TO LOT 1 IS BY A GRANT OF EASEMENT OVER THE PRIVATE STREETS SHOWN ON TRACT NO. 18762-1 (MB 337/1-3) RECORDED JANUARY 6, 2022 AS DOCUMENT NO. 2022-0007292, O.R.

(626.14') (626.18') 609.18' N 00°01'11" E 459.22' 635.24' 785.20' ((N00°01'11"E 1318.37')) ((N00°01'00"E 1318.28'))

CHURCH [N00°02'20"E 1319.70'] N00°02'40"E 1319.69' N00°02'01"E 1319.80'

SW1/4, SE1/4, NE1/4, SEC 22, T.1S., R.3W.

[658.33'] 658.47' NORTH 33' ORANGE (BASIS OF BEARINGS) ([NORTH]) [658.33'] NORTH [N00°00'18"E N00°00'28"E] 658.52' 658.73'

FD. 2" BRASS DISK IN WELL, STAMPED "CALTRANS RPLD 5/8" I.R. - 1999" ACCEPTED AS SW COR. NE1/4 SEC 22, PER COR 201/37

W1/2, SW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

TR 18762-1 MB 337/1-3

E1/2, SW1/4, SW1/4, NE1/4, SEC 22, T.1S., R.3W.

N00°00'57"E 659.00' (N00°00'10"E 658.71') E'LY LINE OF SW1/4, SW1/4, NE1/4 SEC. 22 (625.71') 626.00'

167.00' (((149.96'))) ((213.96' N00°20'32"W)))

NOT A PART

N 00°20'32" W 149.96'

BNDY PER TR 6414, (((149.96')))

FD. 1" IP TAGGED RCE 21914 PER TR. 18762-1, MB 337/1-3

FD. 1" IP TAGGED LS 2380, FLUSH, IN LIEU OF 3/4" IP PER TR 6414, MB 80/32-33 (USED FOR LINE NORTH AND SOUTH)

R/W PER TR 6414, MB 80/32-33. 17' 50' 33'

FD. 1" IP WITH NAIL, FLUSH, IN LIEU OF 3/4" IP PER TR. 6414, MB 80/32-33 (USED FOR LINE NORTH AND SOUTH)

ACCEPTED AS E1/4 COR SEC 22 PER TR 6414, MB 80/32-33.

(((N 89°39'28" E 643.58')))

N 89°39'28" E 626.04' 659.02' (659.22') 329.51' [329.54'] 329.51' [329.54'] (N 89°39'30" E) N 89°39'28" E 33' SEE DETAIL "A" N 89°39'28" E 659.40' (89°39'30"E 659.23') 659.39' (659.22') (2636.88') 2636.97' (1318.44') 1318.56'

LUGONIA AVENUE

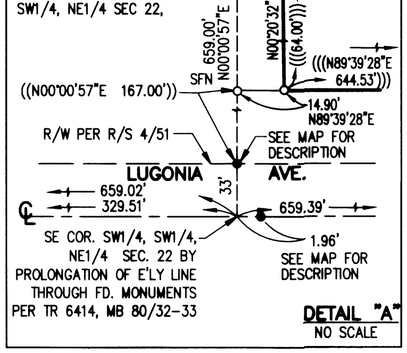
SEE DETAIL "B"

EST. BY MID-POINT FROM INT. WITH ORANGE AVE. AND INT. OF E'LY LINE SW1/4 NE1/4 SEC. 22 PER R/S 4/51

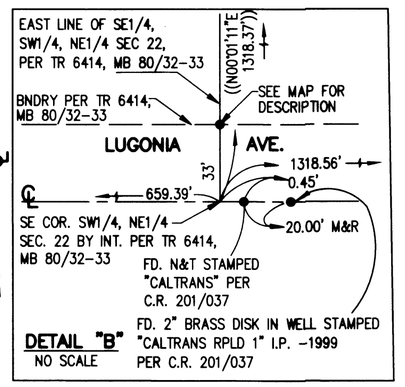
FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS RPLD 1" I.P. -1999 PER C.R. 201/037

FD. 2" BRASS DISK IN WELL STAMPED "CALTRANS RPLD 1" I.P. -1999 PER C.R. 201/037

100 0 100 200 scale 1"= 100' feet



DETAIL "A" NO SCALE



DETAIL "B" NO SCALE

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT NO. 18762-2

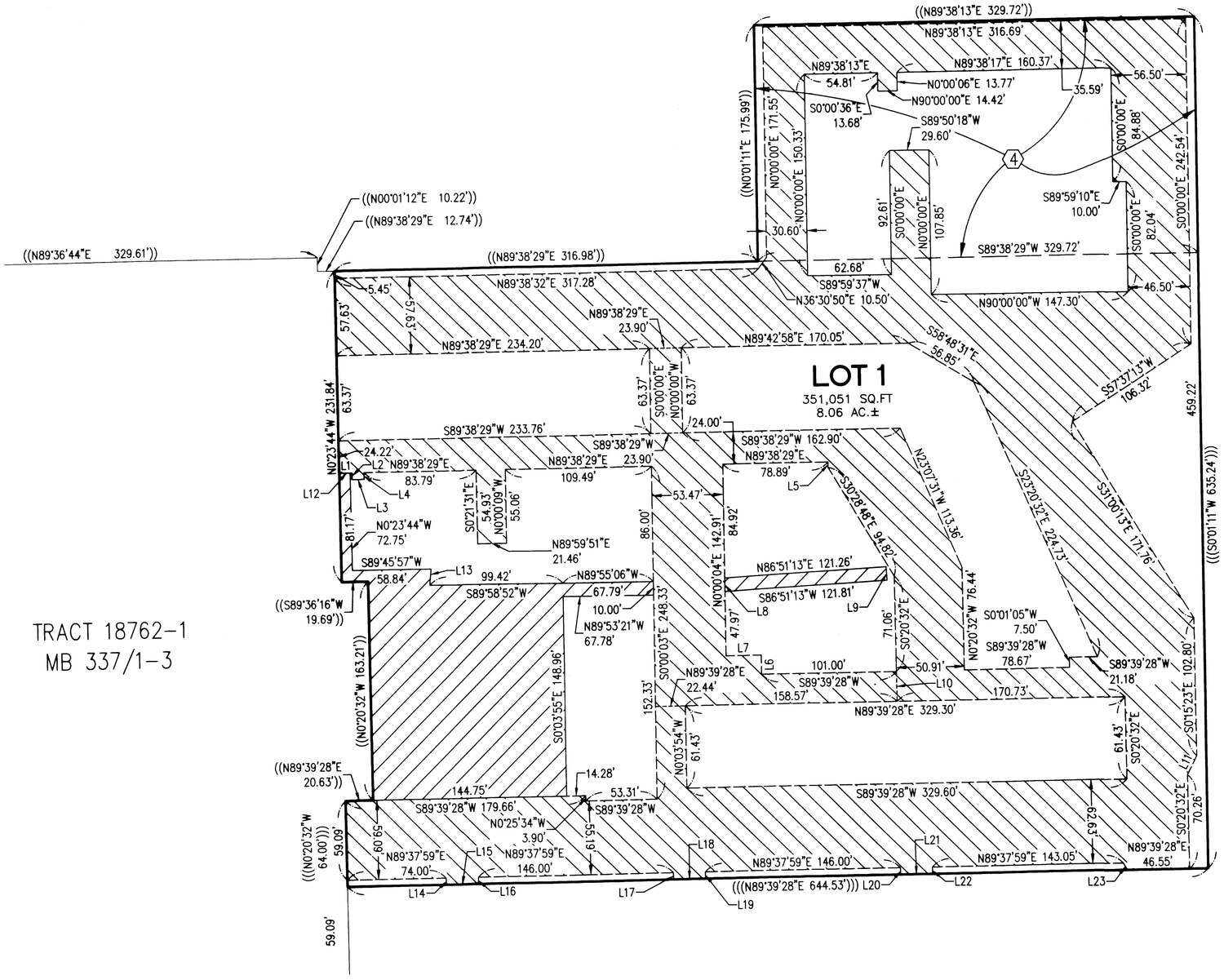
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

DAVID EVANS & ASSOC., INC.

FEBRUARY 2021

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY SURVEY MAP AND ENGINEERS NOTES.

60 0 60 120
scale 1"= 60' feet



TRACT 18762-1
MB 337/1-3

EASEMENT NOTES:

1- AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES, RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)

2- THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS GRANTED IN THE DEED FROM ILA D. NEWBRE, AND WIFE, TO WM. A. MORTON, ET AL, RECORDED IN BOOK 352, PAGE 311 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)

3- AN EASEMENT CONTAINED IN THAT DOCUMENT ENTITLED "STORM WATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS AND MAINTENANCE AGREEMENT" RECORDED SEPTEMBER 28, 2012 AS INSTRUMENT NO. 2012-0402318 OF OFFICIAL RECORDS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED).

4- AN AVIGATION EASEMENT, IN FAVOR OF THE CITY OF REDLANDS, RECORDED DECEMBER 20, 2021, AS INSTRUMENT NO. 2021-0566839, OFFICIAL RECORDS.

LEGEND:

INDICATES A VARIABLE WIDTH EASEMENT FOR INGRESS/EGRESS, AND PUBLIC UTILITIES DEDICATED HEREON

INDICATES A PRIVATE DRAINAGE EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND MAINTENANCE PURPOSES RESERVED HEREON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'29"E	9.57'
L2	S0°00'12"W	5.02'
L3	N89°38'29"E	8.95'
L4	N0°00'18"W	5.02'
L5	S0°01'09"E	4.07'
L6	N0°00'40"W	14.20'
L7	S89°39'28"W	26.41'
L8	N0°00'04"E	10.01'
L9	S3°08'47"E	10.00'
L10	S0°20'32"E	22.37'
L11	S27°21'25"W	15.79'
L12	N89°38'29"E	8.18'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S5°23'43"W	12.08'
L14	S0°20'32"E	4.94'
L15	N89°39'28"E	24.00'
L16	N0°20'32"W	4.95'
L17	S0°20'32"E	5.02'
L18	N89°39'28"E	24.00'
L19	N0°20'32"W	5.03'
L20	S0°20'32"E	5.09'
L21	N89°39'28"E	24.00'
L22	N0°20'32"W	5.10'
L23	S30°03'56"E	5.95'

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

IA-4.2 (8/20)

DOC# 2022-0013318

01/11/2022 02:16 PM
SAN
I4311

Titles: 1 Pages: 17

Fees	$0.00
Taxes	$0.00
CA SB2 Fee	$0.00
Total	$0.00

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)

FEES NOT REQUIRED PER GOVERNMENT CODE SECTION 6103

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 6th day of December, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and Housing Authority of the County of San Bernardino, 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 Map No. 18762-2 (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 thirty six (36) 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 Subdivision 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's execution and delivery of this

Agreement to City, 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 two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) 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 five million dollars ($5,000,000) 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 three (3) 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: Gus Joslin, Deputy Director
Housing Authority of the County of San Bernardino
715 E Brier Street San Bernardino, CA 92408

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

HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO

By: _____
Maria Razo, Executive Director

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)

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 San Bernardino)

On January 11, 2022 before me, L R McCasland Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles M. Duggan, Jr. and Jeanne Donaldson,
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.

L. R. MCCASLAND
Notary Public - California
Riverside County
Commission # 2319647
My Comm. Expires Feb 19, 2024

Signature L R McCasland
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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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On December 6, 2021 before me, A. Avilez-Avila, Notary Public
(Here insert name and title of the officer),

personally appeared MARIA RAZO,

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.

A. Avilez-Avila
Notary Public Signature

(Notary Public Seal)

NCC1 A. AVILEZ-AVILA Commission No. 2240544 NOTARY PUBLIC-CALIFORNIA SAN BERNARDINO COUNTY My Comm. Expires MAY 27, 2022 NCC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Redlands Subdivision
(Title or description of attached document)

Improvement Agreement
(Title or description of attached document continued)

Number of Pages 15 Document Date 12/06/2021

CAPACITY CLAIMED BY THE SIGNER

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

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 18762-2

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

Description	Drawing No.	No. of Sheets
Water Improvement Plans	D-60738	08
Sewer Improvement Plans	F-1854	05

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

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

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

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

HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO

By: Maria Razo
Maria Razo, Executive Director

Date: 12/10/2021

ISSUED IN ONE ORIGINAL COUNTERPART.

BOND NO. 4450737
BD-8.2
PREMIUM: $8,474

ORIGINAL

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Housing Authority of the County of San Bernardino, (hereinafter designated as "Principal") have entered into an agreement dated December 7, 2021 ("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 Map No. 18762-2; 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 Five Hundred Eighty One Thousand One Hundred Seventy Four Dollars ($581,174) 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.

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On December 6, 2021 before me, A. Avilez-Avila, Notary Public
(Here insert name and title of the officer),

personally appeared Maria Raza,

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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

A. AVILEZ-AVILA
Commission No. 2240544
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires MAY 27, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 11/22/2021

CAPACITY CLAIMED BY THE SIGNER

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

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

In witness whereof, this instrument has been duly executed by Principal and Surety above named, on November 22, 2021.

(SEAL)
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
(Principal)
(Signature) Maria Razo, Executive Director

(SEAL)
Markel Insurance Company
(Surety)
BY: (Signature) Renae Balderas, Attorney In Fact

Address: 3131 Camino del Rio N, Ste. 1450
San Diego, CA 92108
Telephone (800) 288-0351

(Seal and Notarial Acknowledgment of Surety)

ISSUED IN ONE ORIGINAL COUNTERPART.

BOND NO. 4450737
PREMIUM: INCLUDED IN THE PREMIUM CHARGED FOR THE PERFORMANCE BOND. BD-8.1

ORIGINAL

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands ("City"), State of California, and Housing Authority of the County of San Bernardino, a , (hereinafter designated as "Principal") have entered into an agreement dated December 7, 2021 ("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. 18762-2; 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 Two Hundred Ninety Thousand Five Hundred Eighty Seven Dollars ($290,587) 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.

POA# 510018

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kenneth A. Coate, Julia B. Bales, Stephanie Fisher, Renae Balderas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of December , 2020 .

SureTec Insurance Company

By: _____
Michael C. Kelmig, President

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 7th day of December , 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of November , 2021 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510018
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA 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 Riverside

On NOV 2 2 2021 before me, Karina J. Alvarado, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Renae Balderas
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.

KARINA J. ALVARADO
COMM. #2257741
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 10, 2022

Place Notary Seal and/or Stamp Above

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 Karvarado
Signature of Notary Public

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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In witness whereof, this instrument has been duly executed by Principal and Surety above named, on November 22, 2021.

(SEAL)
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
(Principal)
Maria Razo
(Signature) Maria Razo, Executive Director

(SEAL)
Markel Insurance Company
(Surety)
BY: Renae Balderas
(Signature)
Renae Balderas, Attorney In Fact

Address:
3131 Camino del Rio N, Ste. 1450
San Diego, CA 92108

Telephone(800) 288-0351

(Seal and Notarial Acknowledgment of Surety)

POA# 510018

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Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

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By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 7th day of December, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

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By: _____
M. Brent Beaty, Assistant Secretary

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By: _____
Richard R. Grinnan, Vice President and Secretary

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State of California
County of Riverside

On NOV 2 2 2021 before me, Karina J. Alvarado, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Renae Balderas
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.

KARINA J. ALVARADO
COMM. #2257741
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 10, 2022

Place Notary Seal and/or Stamp Above

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 Karvarado
Signature of Notary Public

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
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☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Bernardino }

On December 6, 2021 before me, A. Avilez-Avila, Notary Public
(Here insert name and title of the officer),

personally appeared Maria Razo,

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.

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WITNESS my hand and official seal.

A. Avilez-Avila
Notary Public Signature (Notary Public Seal)

A. AVILEZ-AVILA
Commission No. 2240544
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires MAY 27, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Labor and Material Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 11/22/2021

CAPACITY CLAIMED BY THE SIGNER

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

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

RESOLUTION NO. 6872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING AMENDMENT NO. 2009-2-A TO THE REDLANDS GENERAL PLAN AS THE CITY'S SECOND CYCLE GENERAL PLAN AMENDMENT FOR CALENDAR YEAR 2009

WHEREAS, in accordance with Government Code section 65353, the Planning Commission of the City of Redlands has reviewed proposed amendment number 2009-2-A to the Redlands General Plan and made a written recommendation for adoption of that amendment to the City Council after holding a noticed public hearing; and

WHEREAS, notice of this City Council=s public hearing for the amendment was duly published in the Redlands Daily Facts by the Redlands City Clerk; and

WHEREAS, following the public hearing on the proposed amendment, at which this City Council provided opportunity for public testimony, the City Council determined that adoption of the proposed amendment is in the best interests of the public health, safety and general welfare;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands that the following second cycle amendment for the calendar year 2009 to Redlands' General Plan be adopted:

Section 1. Amendment No. 2009-2-A: The General Plan Land Use Map is hereby amended to change the Land Use Designation of approximately 19 acres located at the northeast corner of Orange Street and Lugonia Avenue designated as County of San Bernardino County Assessor's Parcel Nos. 0167-221-13; 0167-221-14; 0167-371-01; 0167-372-01; and 0167-373-01 from Low-Density Residential (0 to 6 units per gross acre) to Medium-Density Residential (0 to 15 units per gross acre) as shown on Exhibit AA@ attached hereto.

ADOPTED, SIGNED AND APPROVED this 4th day of August, 2009.

Pat Gilbreath

Pat Gilbreath, Mayor Pro Tempore

ATTEST:

City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of August, 2009, by the following vote:

AYES: Councilmembers Gallagher, Aguilar, Bean; Mayor Pro Tem Gilbreath
NOES: None
ABSENT: Mayor Harrison
ABSTAIN: None

City Clerk

Recording requested by and when recorded return to:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

FEES NOT REQUIRED PER GOVERNMENT CODE SECTION 6103

Recorded In Official Records, County of San Bernardino

LARRY WALKER
Auditor/Controller – Recorder

8/13/2009
8:53 AM
RD

R Regular Mail

Doc#: 2009–0356910

Titles: 1 **Pages: 4**

Fees	0.00
Taxes	0.00
Other	0.00
PAID	$0.00

(THIS SPACE FOR RECORDER'S USE ONLY)

RESOLUTION NO. 6873

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT A PORTION OF SHARON STREET IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF A PORTION OF SHARON ROAD (STREET VACATION NO. 149); THAT HOLLY LANE IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF HOLLY LANE (STREET VACATION NO. 150); THAT A PORTION OF SIXTH STREET IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF A PORTION OF SIXTH STREET(STREET VACATION NO. 151); AND THAT A PORTION OF DELAWARE STREET IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF A PORTION OF DELAWARE AVENUE (STREET VACATION NO. 152)

THE CITY COUNCIL OF THE CITY OF REDLANDS hereby resolves as follows:

SECTION ONE: The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 2, of the Streets and Highways Code of the State of California, and having held a public hearing as provided therein, hereby finds from all evidence submitted that: Sharon Road, located generally north of Lugonia Avenue, east of Sixth Street and south of Delaware Avenue; Holly Lane, located generally north of Lugonia Avenue, east of Sixth Street and south of Delaware Avenue; a portion of Sixth Street from Lugonia Avenue on the south to Delaware Avenue on the north; and a portion of Delaware Avenue from Orange Street on the west to its eastern terminus east of Sixth Street on the east, and as more specifically described in Exhibit "A" attached hereto and made a part hereof, is unnecessary for present or prospective public use and that the public interest and convenience require the vacation of a portion of that Street.

SECTION TWO: The City Council hereby orders the vacation of these Streets, or portions thereof, described in the attached Exhibit "A."

SECTION THREE: This Resolution shall take effect upon the effective date of City of Redlands Ordinance No. 2721.

ADOPTED, SIGNED AND APPROVED this 4th day of August, 2009.

Pat Gilbreath, Mayor Pro Tempore

ATTEST:

Lorrie Poyzer, City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 4th day of August, 2009, by the following vote:

AYES: Councilmembers Gallagher, Aguilar, Bean; Mayor Pro Tem Gilbreath
NOES: None
ABSENT: Mayor Harrison
ABSTAIN: None

City Clerk, City of Redlands

EXHIBIT "A"
Legal Description
Tentative Tract Map 18762 Street Vacations

Those portions of the Northeast Quarter of Section 22, Township 1 South, Range 3 West, San Bernardino Base and Meridian, in the City of Redlands, County of San Bernardino, State of California, more particularly described as follows:

Those portions of Tract No. 6414, in said City of Redlands, as per Plat recorded in Book 80 of Maps, Pages 32 and 33, records of said County, shown as Delaware Avenue, Holly Lane, Sharon Road and Sixth Street.

Together with that portion of the South Half of the West Half of the West Half of the Southwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 3 West, San Bernardino Base and Meridian, in the City of Redlands, County of San Bernardino, State of California, lying northerly of a line, parallel with and lying southerly 30 feet, measured at right angles, to the center line of Delaware Street, as located through said property, on June 26, 1942, shown as Delaware Avenue on the Record of Survey recorded in Book 4 , Page 51 of Records of Surveys in the Records of said San Bernardino County, excepting the West 44 feet of said portion.

Also, together with those portions of the East Half of the West Half of the Southwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 3 West, San Bernardino Base and Meridian, in the City of Redlands, County of San Bernardino, State of California, shown as Delaware Avenue and Sixth Street on the Record of Survey recorded in Book 4 , Page 51 of Records of Surveys in the Records of said San Bernardino County, lying southerly of the center line of Delaware Street as located through said property, on June 26, 1942.

Containing: 144,708 Square Feet, or 3.322 Acres more or less.

Subject to: All convenants, rights-of-way and easements of record.

EXHIBIT "B": Attached and by this reference made a part hereof.

Prepared under my supervision:

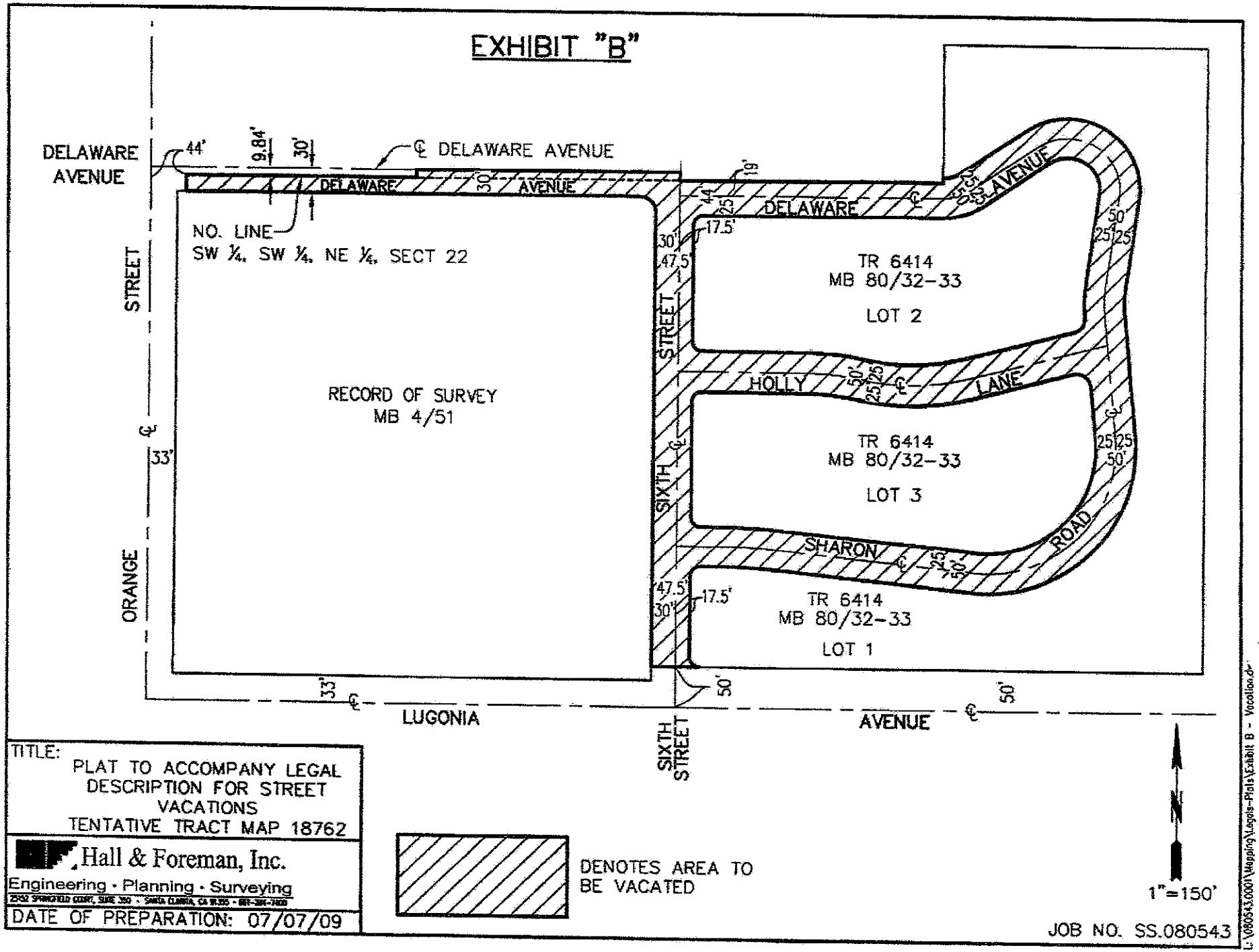
7/7/09

Danial R. Martin, L.S. 5860 Date

License expires: 12/31/10



L:\080543.0001\Mapping\Legals-Plats\Vacation legals.doc


EXHIBIT "B"
DELAWARE AVENUE
44'
9.84'
30'
℄ DELAWARE AVENUE
DELAWARE AVENUE
NO. LINE
SW ¼, SW ¼, NE ¼, SECT 22
STREET
℄
33'
ORANGE
RECORD OF SURVEY
MB 4/51
30'
47.5'
STREET
19'
44'
25'
DELAWARE
℄
AVENUE
17.5'
TR 6414
MB 80/32-33
LOT 2
50'
25'
25'
HOLLY
LANE
TR 6414
MB 80/32-33
LOT 3
SIXTH
℄
SHARON
ROAD
47.5'
30'
17.5'
TR 6414
MB 80/32-33
LOT 1
33'
℄
LUGONIA
AVENUE
50'
SIXTH STREET
N
1"=150'
TITLE:
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STREET VACATIONS
TENTATIVE TRACT MAP 18762
Hall & Foreman, Inc.
Engineering · Planning · Surveying
DATE OF PREPARATION: 07/07/09
DENOTES AREA TO BE VACATED
JOB NO. SS.080543
L:\080543.0001\Mapping\Legals-Plats\Exhibit B - Vacation.dwg

ORDINANCE NO. 2721

AN ORDINANCE OF THE CITY OF REDLANDS RESCINDING THE R-1 ZONING DESIGNATION ESTABLISHED BY PRIOR ORDINANCE, AND ADOPTING SPECIFIC PLAN NO. 61, FOR THE PROPERTIES DESIGNATED BY COUNTY OF SAN BERNARDINO ASSESSOR'S PARCEL NOS. 0167-221-13; 0167-221-14; 0167-371-01; 0167-372-01; AND 0167-373-01

BE IT ORDAINED by the City Council of the City of Redlands as follows:

Section 1. The R-1 zoning designation previously approved by ordinance of the City of Redlands for the properties designated as County of San Bernardino Assessor's Parcel Nos. 0167-221-13; 0167-221-14; 0167-371-01; 0167-372-01; and 0167-373-01 ("the Property") is hereby rescinded.

Section 2. Specific Plan No. 61, a specific plan for the development of approximately 19 acres on real property as a single family and multiple family residential development containing 228 dwelling units and 5 common area lots, is hereby adopted for the Property.

Section 3. The City Clerk shall certify to the adoption of this ordinance and cause it to be published once in the Redlands Daily Facts, a newspaper of general circulation printed and published in this City.

Jon Harrison, Mayor

ATTEST:

City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the forgoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 1st day of September, 2009, by the following vote:

AYES: Councilmembers Gilbreath, Gallagher, Aguilar, Bean; Mayor Harrison
NOES: None
ABSENT: None
ABSTAIN: None

City Clerk, City of Redlands

CERTIFICATION
I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify that this is a true and correct copy of Ordinance No. 2721 which has been published, or a summary thereof, in the local newspaper pursuant to law.

City Clerk, City of Redlands, California

"A City That Works"

City Council Meeting **H. 14.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8299 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the proposed Oakmont Park Tributary Rehabilitation Project, and approval of the preliminary project plans and specifications (Municipal Utilities and Engineering Department Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8299.

RECOMMENDATION:

Staff recommends City Council approval of Resolution No. 8299 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the proposed Oakmont Park Tributary Rehabilitation Project in accordance with Section 15074 of the State's guidelines implementing the California Environmental Quality Act ("CEQA") and approval of the preliminary project plans and specifications.

DISCUSSION:

Project Location and Area of Potential Effect (APE):

Oakmont Creek is located in the southeast portion of the City of Redlands and is bounded by Tract 15469 and Sutherland Drive to the north and the Oak Ridge Trail parking lot to the west. Oakmont Creek starts at the outlet structures and continues south for approximately 3,320 feet before reaching the confluence point with Live Oak Canyon Creek.

Project Description:

The proposed project would provide drainage and erosion control measures to protect Oakmont Park's trail system and recreation areas. The proposed project aims to improve bank stability and protect native vegetation. These improvements will be constructed within two (2) Oakmont Stream tributaries and a 600 foot segment of the main Oakmont Stream. The tributaries are comprised of a 375 foot east segment and a 160 foot west segment. North of Oakmont Park, Oakmont Estate Tract No. 15469 was constructed in 2006. At the time, the project constructed two (2) outlet structures under Sutherland Drive to drain runoff from the residential tract into Oakmont Creek. The improvement included grade control structures consisting of pole check dams set at specific intervals (approximately every 120 feet) to protect the stream bed and mitigate erosion. Previous improvements to the Oakmont Stream began to fail and the stream experienced geomorphic changes that include bank migration and scouring. Of particular concern is the incision of the west bank, lateral erosion of bank slopes, and failure of existing check dams. The rate of erosion threatened to compromise the trail system and wash away several oak trees along the stream in Oakmont Park.

The proposed improvements would close the gap between the creek bed and Live Oak Canyon Road, protect the existing trail system and recreational areas of Oakmont Park, improve bank stability, and protect native vegetation. Improvements include the construction of new check dams, rip rap aprons, gabion block walls, and culverts with headwalls. It is anticipated that construction would start in late-2022 and will end in early-2023.

Environmental Review:

An Initial Study and Mitigated Negative Declaration (IS/MND) (attached) was prepared in accordance with CEQA and was published for public review and comment for thirty (30) days as required (State Clearinghouse No. 2021120214) between December 10, 2021 and January 10, 2022. The environmental documents were also made available at the City Clerk and Municipal Utilities and Engineering Department counters, and at the Smiley Public Library.

Mitigation Measures: The IS/MND recommends nine (9) mitigation measures which pertain to Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources. Most mitigation measures pertain to the construction phase of the project (e.g., construction activities, site improvements, or construction materials) and there are no aspects of the project after construction that will require ongoing future monitoring for CEQA purposes. The mitigation measures will ensure that the effects of the project will remain less than significant, and are summarized in the Mitigation Monitoring and Reporting Plan within the IS/MND.

After mitigation, no significant effects were identified as a result of the project, and the recommended mitigation measures will be incorporated into the project. There is no substantial evidence of any potentially significant environmental effects as a result of the project, and a Mitigated Negative Declaration is the appropriate environmental determination.

Public Comments: In accordance with the CEQA guidelines, the draft IS/MND was posted for public review and comment from December 10, 2021 through January 10, 2022. However, no public comments were received.

ALTERNATIVES:

City Council may deny the staff recommendation. However, this will delay regulatory agency approvals and construction of the project.

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

Discussion:
There is no fiscal impact associated with adoption of Resolution No. 8299.

Attachments

Oakmont Park IS/MND

FINAL

Initial Study and Mitigated Negative Declaration

OAKMONT PARK TRIBUTARY REHABILITATION PROJECT

Lead Agency:

City of Redlands

35 Cajon Street, Suite 222

Redlands, CA 92373

Prepared by:

ECORP Consulting, Inc.

215 North 5th Street

Redlands, CA 92374

JANUARY 2022

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Appendix A – Draft IS/MND

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FINAL MITIGATED NEGATIVE DECLARATION
OAKMONT PARK TRIBUTARY REHABILITATION PROJECT

Lead Agency: City of Redlands

Project Proponent: City of Redlands

Project Location: Oakmont Creek is bounded by Tract 15469 and Sutherland Drive to the north and the Oak Ridge Trail parking lot to the west. Oakmont Creek starts at the outlet structures and continues south for approximately 3,320 feet before reaching the confluence point with Live Oak Canyon Creek.

Public Review Period: December 10, 2021 to January 10, 2022

Mitigation Measures Incorporated into the Project to Avoid Significant Effects:

Biological Resources

BIO-1: If construction or other Project activities are scheduled to occur during the bird breeding season (February 1 through August 31), a pre-construction nesting bird survey shall be conducted by a qualified biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the Project Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriate disturbance-limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance-limit buffer zones until the nest is deemed inactive by the qualified avian biologist through a minimum of weekly biological monitoring.

BIO-2: A preconstruction wildlife survey shall be conducted for the burrowing owl prior to Project-related ground disturbance. The survey shall be conducted within 14 days of initial ground disturbance (grading, grubbing, and construction) in accordance with the CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012). Typically, if burrowing owls or active burrowing owl burrows are identified in the Project Area during the survey, these features must be completely avoided during the owl breeding season (March 1 through August 31). If impacts to those features are unavoidable then the Project proponent must also develop an owl mitigation plan in consultation with CDFW. Mitigation methods may include passive relocation conducted between September 1 and February 28 outside of the owl breeding season. If an active owl burrow is identified, and construction is to proceed, then a qualified owl biologist (with two or more years of owl experience) can establish an appropriate disturbance-limit buffer around the burrow using flagging or staking. The buffer limit size can be at the biologist's discretion based on topography

of the site and other conditions. Construction activities shall not occur within any buffer zones until the burrow is deemed inactive by the qualified owl biologist through a minimum of weekly biological monitoring.

Cultural Resources

CUL-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period.

CUL-2: If significant pre-contact and/or post-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CUL-3: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Geology and Soils

GEO-1: If paleontological resources (i.e., fossil remains) are discovered during excavation activities, the contractor will notify the City and cease excavation within 100 feet of the find until a qualified paleontological professional can provide an evaluation of the site. The qualified paleontological professional will evaluate the significance of the find and recommend appropriate measures for the disposition of the site (e.g. fossil recovery, curation, data recovery, and/or monitoring). Construction activities may continue on other parts of the construction site while evaluation and treatment of the paleontological resource takes place.

Tribal Cultural Resources

TCR-1: In the event that Tribal Cultural Resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease until subsequent authorization to proceed. Additionally, the Consulting Tribe(s) shall be contacted, as detailed within TCR-2, regarding any pre-contact and/or post-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment. Work on the other portions of the project outside of the buffered area may continue during the assessment period by tribal monitor(s).

TCR-2: The Consulting Tribe(s) Cultural Resources Department shall be contacted in the event of any pre-contact and/or post-contact tribal cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a tribal cultural resources Monitoring and Treatment Plan shall be created by

the archaeologist in coordination with the Consulting Tribe(s), and all subsequent finds shall be subject to this Plan. This Plan shall allow for tribal monitor(s) to be present from the Consulting Tribe(s) for the remainder of the project, should the Consulting Tribe(s) elect to place a monitor on-site.

TCR-3: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the Consulting Tribe(s) to the extent permitted by law. The Lead Agency and/or applicant shall, in good faith, coordinate with the Consulting Tribe(s) throughout the life of the project regarding any tribal cultural resources.

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SECTION 1.0 INTRODUCTION

This document is the Final Initial Study/Mitigated Negative Declaration (IS/MND), including the Mitigation Monitoring and Reporting Plan (MMRP), for the Oakmont Park Tributary Rehabilitation Project (Proposed Project). It has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resource Code Section 21000 et. seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), as amended. This Final IS/MND document supplements the Draft IS/MND released for public review on December 10, 2021.

The City of Redlands (City) is the Lead Agency for the Proposed Project. On December 10, 2021, the City distributed the Draft IS/MND for the Proposed Project to public agencies and the general public for review and comment. In accordance with the State CEQA Guidelines, a 30-day review period, which ended on January 10, 2022, was completed. No comment letters were received. This Final IS/MND and MMRP document is organized as follows:

- Section 1.0 provides a discussion of the purpose of the document and discusses the structure of the document;
- Section 2.0 contains a summary of the project description;
- Section 3.0 includes any comment letters received and responses to these comments;
- Section 4.0 contains the Mitigation Monitoring and Reporting Plan (MMRP); and
- Section 5.0 includes the appendices.

This Final IS/MND and MMRP document and the Draft IS/MND (Appendix A) together constitute the environmental document record for the Proposed Project.

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SECTION 2.0 PROJECT OVERVIEW

2.1 Project Objectives

The Proposed Project would provide drainage and erosion control measures to protect Oakmont Park's trail system and recreation areas. The Proposed Project aims to improve bank stability and protect native vegetation.

2.2 Project Characteristics

The City of Redlands proposes drainage and erosion control improvements to two Oakmont Stream tributaries and a 600-foot-long segment of the main Oakmont Stream. The tributaries are comprised of a 375-foot-long east segment and a 160-foot-long west segment. North of Oakmont Park, Oakmont Estate Tract No. 15469 was constructed in 2006. At the time, the Project constructed two outlet structures under Sutherland Drive to drain runoff from the residential tract into Oakmont Creek. The improvements included grade control structures consisting of pole check dams set at specific intervals (approximately every 120 feet) to protect the stream bed and mitigate erosion. Previous improvements to the Oakmont Stream began to fail and the stream experienced geomorphic changes that include bank migration and scouring. Of particular concern is the incision of the west bank, lateral erosion of bank slopes, and failure of existing check dams. The rate of erosion threatened to compromise the trail system and wash away several oak trees along the stream in Oakmont Park.

The proposed improvements would close the gap between the creek bed and Live Oak Canyon Road, protect the existing trail system and recreational areas of Oakmont Park, improve bank stability, and protect native vegetation. Improvements include the construction of new check dams, rip rap aprons, gabion block walls, and culverts with headwalls.

2.3 Project Timing

It is anticipated that construction would start in April 2022 for a duration of six months.

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SECTION 3.0 COMMENTS AND RESPONSES

The 30-day public review period began on December 10, 2021 and ended on January 10, 2022. In conformance with Section 15088(a) of the State CEQA Guidelines, the City is required to considered comments received during the review period. No comment letters were received.

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SECTION 4.0 MITIGATION MONITORING AND REPORTING PLAN

4.1 Introduction

In accordance with CEQA, an IS/MND that identified adverse impacts related to the construction activity for the Proposed Project was prepared. The MND identified mitigation measures that would reduce or eliminate these impacts to below the level of significance.

Section 21081.6 of the Public Resources Code and Sections 15091(d) and 15097 of the State CEQA Guidelines require public agencies to adopt a reporting and monitoring plan for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. A Mitigation Monitoring and Reporting Plan (MMRP) is required for the Proposed Project because the IS/MND identified potentially significant adverse impacts related to construction activity, and mitigation measures have been identified to mitigate these impacts. Adoption of the MMRP will occur along with approval of the Proposed Project.

4.2 Purpose of the Mitigation Monitoring and Reporting Plan

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed according to schedule and maintained in a satisfactory manner during the construction and operation of the Proposed Project, as required. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other project refinements. Table 4-1 has been prepared to assist the responsible parties in implementing the MMRP. This table identifies the category of significant environmental impact(s), individual mitigation measures, monitoring and mitigation timing, responsible person/agency for implementing the measure, monitoring and reporting procedure, and notation space to confirm implementation of the mitigation measures. The numbering of the mitigation measures follows the numbering sequence in the IS/MND.

4.3 Roles and Responsibilities

The City of Redlands, as Lead Agency, is responsible for oversight of compliance of the mitigation measures in the MMRP.

4.4 Mitigation Monitoring and Reporting Plan

The column categories identified in the MMRP table (Table 4-1) are described below.

- **Mitigation Measure** – This column lists the mitigation measures by number.
- **Monitoring Activity/Timing/Frequency/Schedule** – This column lists the activity to be monitored for each mitigation measure, the timing of each activity, and the frequency/schedule of monitoring for each activity.

- **Implementation Responsibility/Verification** – This column identifies the entity responsible for complying with the requirements of the mitigation measure and provides space for verification initials and date.
- **Responsibility for Oversight of Compliance/Verification** – This column provides the agency responsible for oversight of the mitigation implementation, and is to be dated and initialed by the agency representative based on the documentation provided by the construction contractor or through personal verification by agency staff.
- **Outside Agency Coordination** – This column lists any agencies with which the City may coordinate for implementation of the mitigation measure.
- **Comments** – This column provides space for written comments, if necessary.

Table 4-1
Oakmont Park Tributary Rehabilitation Project
Mitigation Monitoring and Reporting Plan

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
Biological Resources Mitigation Measures			
BIO-1: If construction or other Project activities are scheduled to occur during the bird breeding season (February 1 through August 31), a pre-construction nesting bird survey shall be conducted by a qualified biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the Project Area and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriate disturbance-limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance-limit buffer zones until the nest is deemed inactive by the qualified avian biologist through a minimum of weekly biological monitoring.	**Activity:** Preconstruction survey for nesting birds. **Timing:** Conduct survey no more than three days prior to initial ground disturbance, if construction is to occur during breeding season. **Frequency:** One time.	**Project Biologist** Initials Date	**City of Redlands** Initials Date

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
BIO-2: A preconstruction wildlife survey shall be conducted for the burrowing owl prior to Project-related ground disturbance. The survey shall be conducted within 14 days of initial ground disturbance (grading, grubbing, and construction) in accordance with the CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012). Typically, if burrowing owls or active burrowing owl burrows are identified in the Project Area during the survey, these features must be completely avoided during the owl breeding season (March 1 through August 31). If impacts to those features are unavoidable then the Project proponent must also develop an owl mitigation plan in consultation with CDFW. Mitigation methods may include passive relocation conducted between September 1 and February 28 outside of the owl breeding season. If an active owl burrow is identified, and construction is to proceed, then a qualified owl biologist (with two or more years of owl experience) can establish an appropriate disturbance-limit buffer around the burrow using flagging or staking. The buffer limit size can be at the biologist's discretion based on topography of the site and other conditions. Construction activities shall not occur within any buffer zones until the burrow is	**Activity:** Preconstruction wildlife survey for burrowing owls. **Timing:** Within 14 days prior to initial ground disturbance. **Frequency:** One time.	**Project Biologist** Initials Date	**City of Redlands** Initials Date

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
deemed inactive by the qualified owl biologist through a minimum of weekly biological monitoring.			
Cultural Resources Mitigation Measures			
CUL-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period.	**Activity:** Archaeological assessment of cultural resources. **Timing:** During ground disturbing construction activities. **Frequency:** As necessary during construction.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
CUL-2: If significant pre-contact and/or post-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	**Activity:** Development and implementation of a Monitoring and Treatment Plan. **Timing:** During ground disturbing construction activities. **Frequency:** As necessary during construction.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
CUL-3: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	**Activity:** Assessment and treatment of human remains or funerary objects. **Timing:** During ground disturbing construction activities. **Frequency:** As necessary during construction.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date

Mitigation Measure	Monitoring Activity/Timing/ Frequency/ Schedule	Implementation Responsibility/ Verification	Responsibility for Oversight of Compliance/ Verification
Geology and Soils Mitigation Measures			
GEO-1: If paleontological resources (i.e., fossil remains) are discovered during excavation activities, the contractor will notify the City and cease excavation within 100 feet of the find until a qualified paleontological professional can provide an evaluation of the site. The qualified paleontological professional will evaluate the significance of the find and recommend appropriate measures for the disposition of the site (e.g. fossil recovery, curation, data recovery, and/or monitoring). Construction activities may continue on other parts of the construction site while evaluation and treatment of the paleontological resource takes place.	**Activity:** Evaluation of potential paleontological resources by a qualified paleontologist. **Timing:** During ground disturbing construction activities, as needed. **Frequency:** As necessary during construction.	**Qualified Paleontologist** Initials Date	**City of Redlands** Initials Date

Tribal Cultural Resources Mitigation Measures			
TCR-1: In the event that Tribal Cultural Resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease until subsequent authorization to proceed. Additionally, the Consulting Tribe(s) shall be contacted, as detailed within TCR-2, regarding any pre-contact and/or post-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment. Work on the other portions of the project outside of the buffered area may continue during the assessment period by tribal monitor(s).	**Activity:** Consulting tribes shall be contacted for input on significance and treatment in the event that Tribal Cultural Resources are discovered during project activities. **Timing:** During construction. **Frequency:** As needed.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date

TCR-2: The Consulting Tribe(s) Cultural Resources Department shall be contacted in the event of any pre-contact and/or post-contact tribal cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a tribal cultural resources Monitoring and Treatment Plan shall be created by the archaeologist in coordination with the Consulting Tribe(s), and all subsequent finds shall be subject to this Plan. This Plan shall allow for tribal monitor(s) to be present from the Consulting Tribe(s) for the remainder of the project, should the Consulting Tribe(s) elect to place a monitor on-site.	**Activity:** Consulting Tribes shall be contacted regarding tribal cultural resources; develop a Tribal Cultural Resources Monitoring and Treatment Plan, as needed. **Timing:** During construction. **Frequency:** As needed.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date
TCR-3: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the Consulting Tribe(s) to the extent permitted by law. The Lead Agency and/or applicant shall, in good faith, coordinate with the Consulting Tribe(s) throughout the life of the project regarding any tribal cultural resources.	**Activity:** Archaeological or cultural documents shall be provided to Consulting Tribes. **Timing:** During construction. **Frequency:** As needed.	**Qualified Archaeologist** Initials Date	**City of Redlands** Initials Date

SECTION 5.0 LIST OF APPENDICES

Appendix A – Draft IS/MND

RESOLUTION NO. 8299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN, AND THE PRELIMINARY PROJECT PLANS AND SPECIFICATIONS, FOR THE OAKMONT PARK TRIBUTARY REHABILITATION PROJECT

WHEREAS, an Initial Study and Mitigated Negative Declaration ("IS/MND") for the Oakmont Park Tributary Rehabilitation Project (SCH #2021120214) (the "Project") was prepared for the City of Redlands which was circulated for public review for a period of thirty (30) days beginning on December 10, 2021, and ending on January 10, 2022;

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

Section 1. CEQA Compliance. The City Council has reviewed and considered the information contained in the IS/MND, and supporting documentation, for the project and determines that the IS/MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project.

Section 2. Independent Judgment of Lead Agency. The City Council has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in that the City Council analyzed the IS/MND and accompanying related documents, and finds that the IS/MND reflects the independent judgment and analysis of the City.

Section 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will not have a significant effect on the environment, with the included mitigation measures and Project design features, and hereby adopts the IS/MND for the Project.

Section 4. Adoption of Mitigation Monitoring/Reporting Plan. Pursuant to Public Resources Code Section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Plan within the IS/MND, and all mitigation measures will be included as conditions of approval for the Project.

Section 5. Project Plans and Specifications. The Preliminary Plans and Specifications for the Project, in substantially the form attached hereto as Exhibit "A," are hereby approved.

Section 6. Notice of Determination. The City Council hereby directs staff to file and post a Notice of Determination in accordance with the State CEQA guidelines.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of February, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

PRELIMINARY PLAN AND SPECIFICATIONS

[ATTACHED]

OAKMONT PARK TRIBUTARY REHABILITATION PROJECT
35% DESIGN

CITY OF REDLANDS,
IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)," LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION," LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO, AND THE "CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT STANDARD SPECIFICATIONS AND DETAIL DRAWINGS", LATEST EDITION INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER OR APPOINTED REPRESENTATIVE.
2. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. THE UTILITIES ARE PLOTTED FROM RECORD AND FIELD DATA. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES WHETHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.
3. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT L -800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
4. PRIOR TO CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT.



AREA MAP



VICINITY MAP

GRADING PLAN GENERAL NOTES

1. ALL GRADING AND ON-SITE CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE UNIFORM BUILDING CODE, LATEST EDITION, APPENDIX CHAPTER 33 AND THE CALIFORNIA BUILDING CODE, LATEST EDITION. THESE CODES ARE AMENDED IN THE CITY OF REDLANDS MUNICIPAL CODE. IF CONTRADICTIONS ARISE BETWEEN PROVISIONS IN THESE PLANS FROM THOSE IN THE VARIOUS CODES, THE MOST RESTRICTIVE PROVISIONS WILL GOVERN.
2. AFTER THE GRADING PERMIT HAS BEEN ISSUED, THE PROJECT MANAGER SHALL CONVENE AN ON-SITE PRECONSTRUCTION MEETING WITH THE CITY OF REDLANDS INSPECTOR, THE ENGINEER OF RECORD, THE GEOTECHNICAL ENGINEER AND THE GRADING CONTRACTOR. AT THIS MEETING, THE PROJECT SUPERINTENDENT SHALL BE IDENTIFIED AND AN EMERGENCY CONTACT PERSON SHALL BE IDENTIFIED TO THE INSPECTOR.
3. USE BEST MANAGEMENT PRACTICES (BMPS) TO PREVENT AND CONTAIN ILLEGAL DISCHARGES WITHIN THE PROJECT BOUNDARY. THIS WILL BE IN EFFECT FOR THE ENTIRE DURATION OF THE PROJECT CONSTRUCTION TO ITS COMPLETION.
4. BUILDING PERMITS SHALL NOT BE ISSUED UNTIL THE PROJECT SITE HAS BEEN GRADED AND THE ENGINEER OF RECORD HAS CERTIFIED TO THE SATISFACTION OF THE CITY ENGINEER THAT THE SITE HAS BEEN PREPARED ACCORDING TO THE RECOMMENDATIONS OF THE SOILS REPORT(S) AND TO THE SPECIFICATIONS OF THE APPROVED GRADING PLANS. IN ADDITION, A FINAL COMPACTION REPORT SHALL BE SUBMITTED TO BOTH THE INSPECTOR AND THE BUILDING OFFICIAL FOR APPROVAL.
5. A WRITTEN REPORT BY A GEOTECHNICAL ENGINEER IS TO BE FURNISHED TO BOTH THE CITY'S MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT AND BUILDING AND SAFETY DIVISION, TO CERTIFY THAT ALL FILL MATERIAL AND MATERIAL UPON WHICH FILL IS TO BE PLACED IS ADEQUATE TO SUPPORT THE LOADS OF THE PROPOSED DEVELOPMENT. THIS REPORT SHALL INCLUDE SOIL TEST DATA ON ALL FILLS OF TWO FEET OR MORE.
6. PREPARATION OF THE SITE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE INSTRUCTIONS OF A GEOTECHNICAL ENGINEER AND ALL FILLS WILL BE MADE UNDER HIS DIRECTION.
7. IN NO CASE IS ANY SLOPE TO EXCEED A GRADIENT OF TWO HORIZONTAL TO ONE VERTICAL (2:1).
8. THE ENGINEER OF RECORD ASSUMES NO LIABILITY FOR THE EXISTENCE AND LOCATIONS OF UNDERGROUND UTILITY LINES, STRUCTURES OR IRRIGATION LINES. THE CONTRACTOR IS TO MAKE AN ON-SITE INSPECTION AND NOTIFY ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATION OF ANY AND ALL UNDERGROUND FACILITIES.
9. THE CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR CLEARING THE SITE IN PREPARATION FOR CONSTRUCTION.
10. THE ENGINEER'S ESTIMATE IS 4800 CY OF EXCAVATION AND 4800 CY OF EMBANKMENT FOR THE SITE GRADING. THESE ARE RAW QUANTITIES WITHOUT ALLOWANCES FOR LOSS, SHRINKAGE OR COMPACTION.
11. INSTALL FIRE HYDRANTS AS REQUIRED PRIOR TO THE DELIVERY OF ANY BUILDING MATERIAL TO THE SITE.
12. GPS REFERENCE ONLY. COORDINATES: NORTHING (US SURVEY FOOT): 2313072.313 EASTING (US SURVEY FOOT): 6297410.217 ELEVATION (US SURVEY FOOT): 1983.636
13. ALL SLOPES THREE FEET OR GREATER MUST BE LANDSCAPED AND IRRIGATED PRIOR TO PROJECT COMPLETION.
14. ACREAGE OF THE PROJECT IS: 1.5 ACRE(S).
15. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL FOR THE CONSTRUCTION OF ANY WALLS, SIDEWALKS, SLABS, PAVING, ETC. TO BE CONSTRUCTED ON-SITE AS SHOWN HEREON. A SEPARATE PERMIT IS REQUIRED FROM THE BUILDING AND SAFETY DIVISION FOR THE CONSTRUCTION OF THESE ON-SITE ITEMS.
16. ALL EARTHWORK SHALL CONFORM TO THE PRELIMINARY GEOTECHNICAL AND/OR GEOLOGIC INVESTIGATION REPORT FOR LIVE OAK CANYON CREEK PREPARED BY CONVERSE CONSULTANTS, DATED JANUARY 29, 2020 .
17. THE ENGINEER OF RECORD MUST SET GRADE STAKES FOR ALL DRAINAGE DEVICES.
18. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS PRIOR TO POURING ANY CONCRETE.

EROSION CONTROL PLAN GENERAL NOTES

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY EROSION CONTROL DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN EVENT IS IMMINENT.
2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.
3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORK DAY AS WELL AS THROUGH WEEKENDS AND HOLIDAYS.
4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, DESILTING BASINS AND OTHER EROSION CONTROL DEVICES.
5. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE REPAIRED IMMEDIATELY.
6. FILL SLOPES AT CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPES AT THE END OF EACH WORK DAY.
7. A COPY OF THE PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND BE ALWAYS AVAILABLE FOR REVIEW.
8. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.
9. AVOID CONDUCTING CONSTRUCTION WORK DURING WET WEATHER.
10. STORE CONSTRUCTION RELATED MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.
11. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.
12. CLEAN UP LEAKS AND SPILLS IMMEDIATELY USING ABSORBENT MATERIALS AND DISPOSE OF PROPERLY.
13. KEEP WORK SITE CLEAN AND ORDERLY ON DAILY BASIS.
14. PROPERLY STORE PAINTS AND SOLVENTS.
15. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CITY CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS OR ANY OTHER POLLUTANTS.
16. ALLOW CONSTRUCTION RELATED MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.
17. MINIMIZE THE USE OF HAZARDOUS MATERIAL ON SITE.
18. WDID NO. _____
19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.
20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.
21. PAINT BRUSHES OR CONTAINERS ARE TO BE CLEANED OUT ONLY AT THE DESIGNATED AREA, WHICH PROVIDES FOR THE FULL CONTAINMENT OF PAINT LADEN LIQUID AND RESIDUE FOR PROPER DISPOSAL.
22. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE LOCATED AWAY FROM STORM DRAINS, OPEN DITCHES, STREETS OR ANY DRAINAGE COURSE.
23. TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED MAINTENANCE SERVICE PROVIDER.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS/UPDATES ON THIS PLAN.
25. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER THAT STORMWATER WILL BE CONTAINED WITHIN THE PROJECT AREA OR CHANNELED INTO STORM DRAIN SYSTEM PROVIDED THAT DRAINAGE IS FREE OF POLLUTANTS, SEDIMENTS AND DEBRIS.
26. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM CORRECTING ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE DEVELOPER FROM HIS/HER RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES.
27. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT IS NOT LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION ON THIS PROPERTY.
28. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURE SHALL BE IMPLEMENTED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED. THESE MEASURES MAY INCLUDE BUT SHALL NOT BE LIMITED TO; GRADED DITCHES, SAND OR GRAVEL BAGS, BARRIERS AND SILT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND PREVENT SEDIMENT DISCHARGE WHILE CONSTRUCTION IS IN PROGRESS IN THE AREA.
29. SEDIMENT CONTROL SHALL BE USED AT THE TOE OF ANY ERODIBLE SLOPE.
30. CONTRACTOR SHALL IMMEDIATELY RESTORE ANY DAMAGED EROSION CONTROL MEASURE IN THE AREA DISTURBED BY CONSTRUCTION ACTIVITIES.
31. FACES OF FINISHED CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. THESE PERMANENT EROSION CONTROL MEASURES MAY CONSIST OF ADEQUATE SEEDING, PLANTING AND JUTE MATTING. THE PROTECTION FOR THE SLOPES SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL APPROVAL.
32. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
33. CONTRACTOR/SUBCONTRACTOR SHALL BE FAMILIAR WITH AND TRAINED IN SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.

CONSTRUCTION NOTES

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT NEW CONSTRUCTION ACCESS POINT.	3 EA
2	CONSTRUCT 1' CHECK DAM PER DETAIL 3B CASE 2.	4 EA
3	CONSTRUCT 5' CHECK DAM PER DETAIL 3B CASE 1.	3 EA
4	CONSTRUCT 3' CHECK DAM PER DETAIL 3B CASE 2.	2 EA
5	CONSTRUCT RIP RAP APRON PER DETAIL 4.	4 EA
6	CONSTRUCT DUAL 60" RCP CULVERT WITH HEADWALL.	45 LF
7	CONSTRUCT 48" RCP CULVERT WITH HEADWALL.	20 LF
8	CONSTRUCT CONCRETE HEADWALL PER DETAIL 7.	1 EA
9	INSTALL GABION BLOCK WALL AND PERFORM GRADING IMPROVEMENTS PER DETAIL 1.	250 LF
10	INSTALL GABION BLOCK WALL AND PERFORM GRADING IMPROVEMENTS PER DETAIL 2.	350 LF
11	PROTECT IN PLACE EXISTING OAK TREE.	20 EA

NOTE: ELEVATIONS ARE BASED ON A CONCEPTUAL-LEVEL TOPOGRAPHIC SURVEY DATED DECEMBER 27, 2019. THE CHANNEL GEOMETRY MAY HAVE EVOLVED SINCE. DESIGN SURVEY WILL BE REQUIRED PRIOR TO FINAL ENGINEERING.

ALL GRADED SLOPES TO BE STABILIZED PRIOR TO PROJECT COMPLETION.

THESE PLANS WERE PREPARED IN THE OFFICE OF:
HUITT-ZOLLARS
2603 Main Street, Suite 400 · Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

UNDER THE SUPERVISION OF:

REGISTERED CIVIL ENGINEER NO. 61378

REGISTERED PROFESSIONAL ENGINEER · MIGUEL ANGEL HERNANDEZ · No. 61378 · Expiration 06-30-21 · CIVIL · STATE OF CALIFORNIA

REVISIONS:

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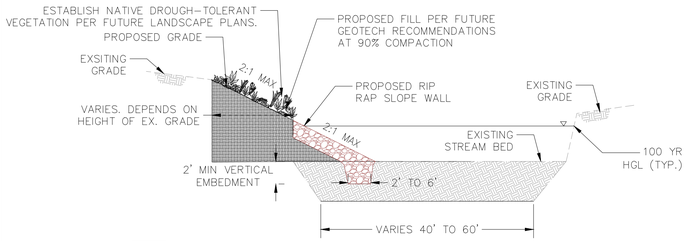
CITY OF REDLANDS

OAKMONT PARK TRIBUTARY REHABILITATION PROJECT
35% DESIGN
TITLE SHEET

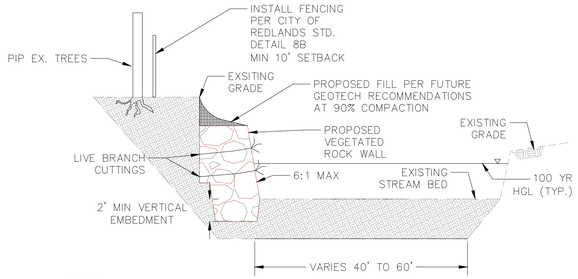
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SHEET 1 OF SHEET 4

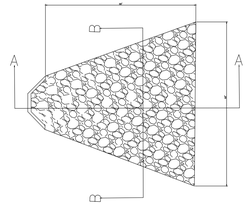
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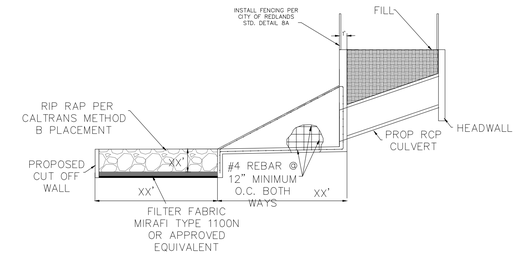
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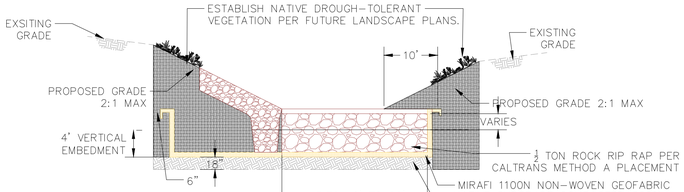
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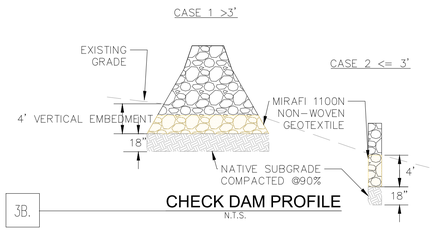
4 RIP RAP APRON
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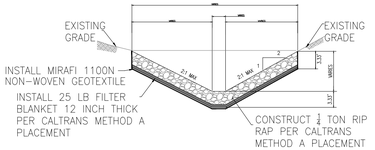
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N.T.S.



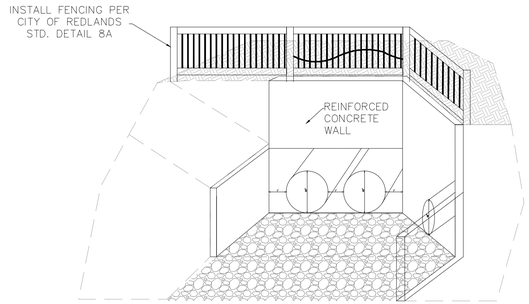
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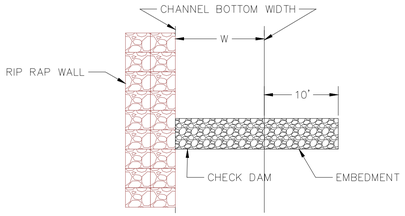
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N.T.S.



5 SECTION B (RIP RAP APRON)
N.T.S.



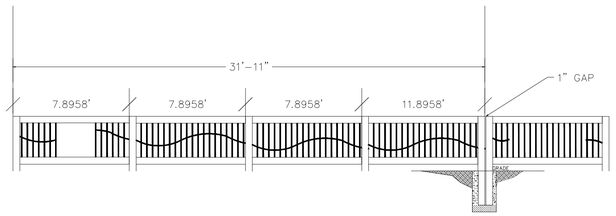
7 CULVERT OUTLET
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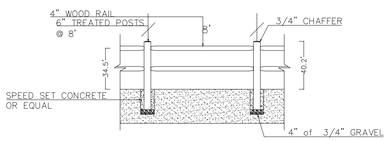
3C. CHECK DAM PLAN VIEW
N.T.S.



2A. GREEN GABIONS



8A. FENCE
N.T.S.



NOTES:

1. POSTS AND RAILS SHALL BE COATED WITH 2 COATS OF CABOT AUSTRALIAN TIMBER OIL. CITY TO APPROVE COLOR.
2. ALL POSTS SHALL BE TREATED TO A MINIMUM OF 12" ABOVE GRADE WITH 2 COATS OF COPPERGREEN OR SIMILAR WOOD PRESERVATIVE.
3. IF THE CONTRACTOR FINDS ANY DISCREPANCIES BETWEEN SITE AND THESE PLANS, HE SHALL NOTIFY THE CITY ENGINEER.

8B. FENCE
N.T.S.

THESE PLANS WERE PREPARED IN THE OFFICE OF:
HUITT-ZOLLARS
2603 Main Street, Suite 400 - Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820
UNDER THE SUPERVISION OF:
REGISTERED CIVIL ENGINEER NO. 61378

REGISTERED PROFESSIONAL ENGINEER
MIGUEL ANGEL HERNANDEZ
No. 61378
Expiration 06-30-21
CIVIL
STATE OF CALIFORNIA

REVISIONS:

NO	DATE	DESCRIPTION	APPROVED:

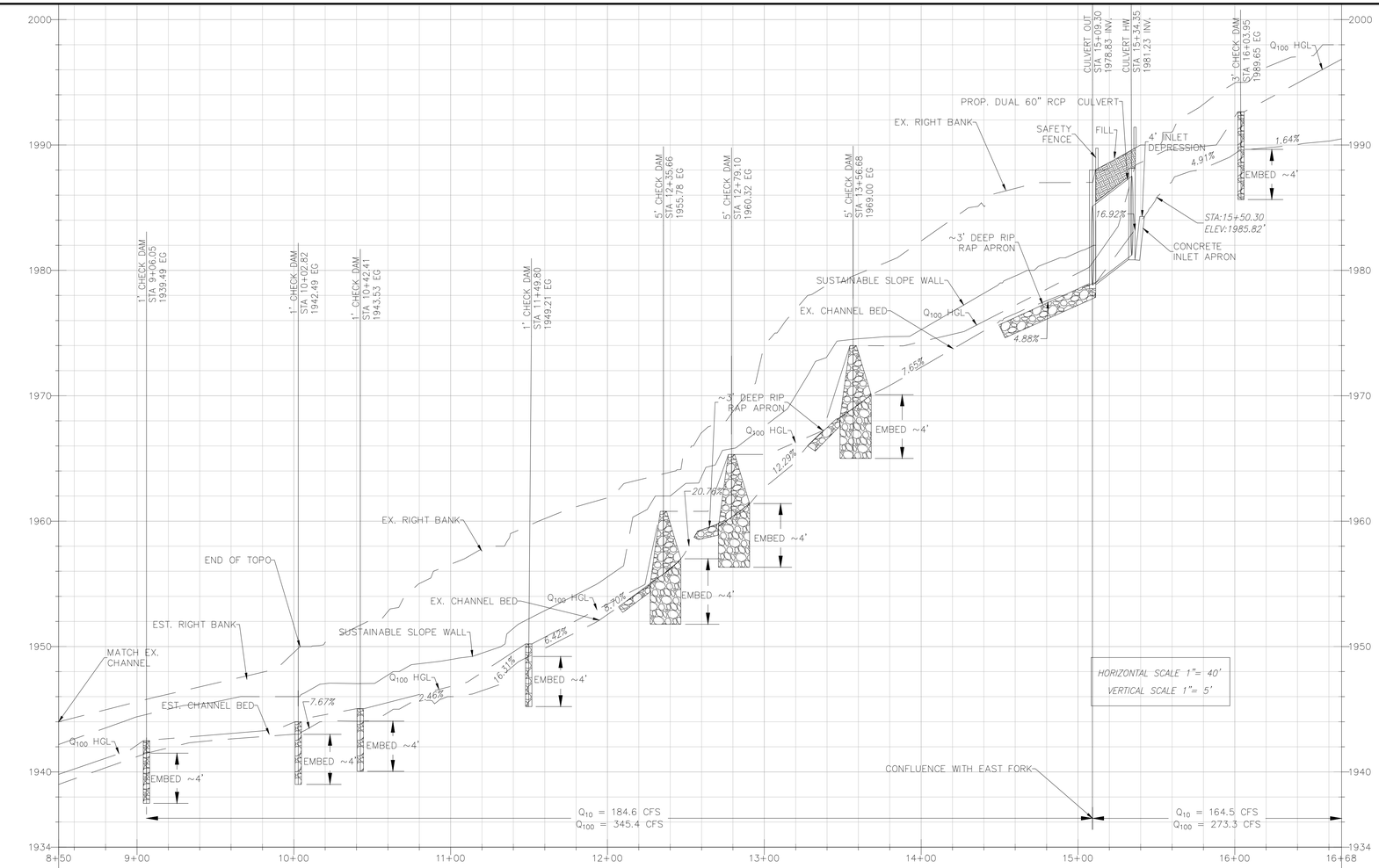
CITY OF REDLANDS

OAKMONT PARK TRIBUTARY REHABILITATION PROJECT
35% DESIGN
DETAIL SHEET

DATE: APRIL 2021

SHEET 2 OF SHEET 4

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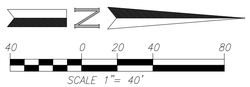


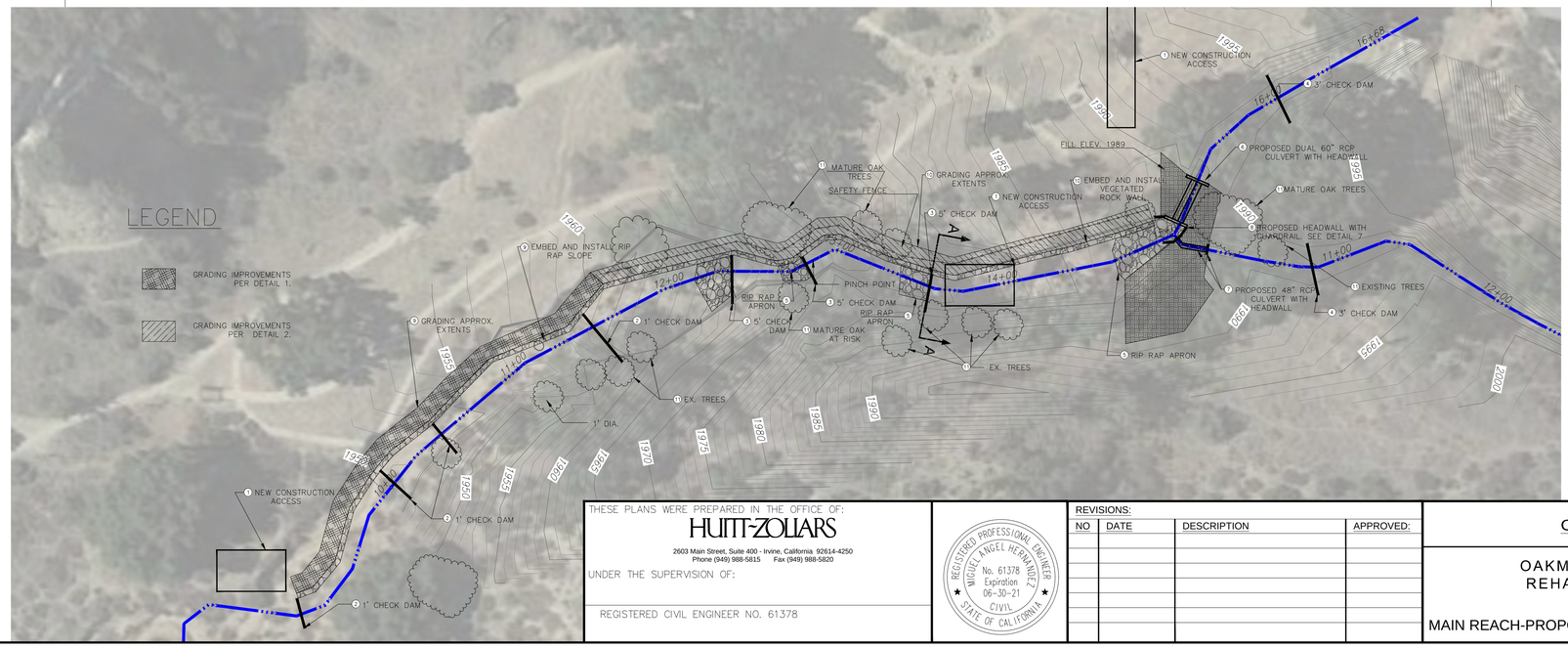
CONSTRUCTION NOTES

NO.	DESCRIPTION	QUANTITY
1	NEW CONSTRUCTION ACCESS POINT.	3 EA
2	CONSTRUCT 1' CHECK DAM PER DETAIL 3B CASE 2.	4 EA
3	CONSTRUCT 5' CHECK DAM PER DETAIL 3B CASE 1.	3 EA
4	CONSTRUCT 3' CHECK DAM PER DETAIL 3B CASE 2.	2 EA
5	CONSTRUCT RIP RAP APRON PER DETAIL 4.	4 EA
6	CONSTRUCT DUAL 60" RCP CULVERT WITH HEADWALL.	45 LF
7	CONSTRUCT 48" RCP CULVERT WITH HEADWALL.	20 LF
8	CONSTRUCT CONCRETE HEADWALL PER DETAIL 7.	1 EA
9	INSTALL SUSTAINABLE SLOPE WALL AND PERFORM GRADING IMPROVEMENTS PER DETAIL 1.	250 LF
10	INSTALL SUSTAINABLE SLOPE WALL AND PERFORM GRADING IMPROVEMENTS PER DETAIL 2 AND/OR 2A.	350 LF
11	PROTECT IN PLACE EXISTING OAK TREE.	20 EA

NOTE: ELEVATIONS ARE BASED ON A CONCEPTUAL-LEVEL TOPOGRAPHIC SURVEY DATED DECEMBER 27, 2019. THE CHANNEL GEOMETRY MAY HAVE EVOLVED SINCE. DESIGN SURVEY WILL BE REQUIRED PRIOR TO FINAL ENGINEERING.

ALL GRADED SLOPES TO BE STABILIZED PRIOR TO PROJECT COMPLETION.





THESE PLANS WERE PREPARED IN THE OFFICE OF:

HUITT-ZOLLARS

2603 Main Street, Suite 400 - Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820

UNDER THE SUPERVISION OF:

REGISTERED CIVIL ENGINEER NO. 61378

REGISTERED PROFESSIONAL ENGINEER MIGUEL ANGEL HERNANDEZ No. 61378 Expiration 06-30-21 CIVIL STATE OF CALIFORNIA

REVISIONS:

NO	DATE	DESCRIPTION	APPROVED:

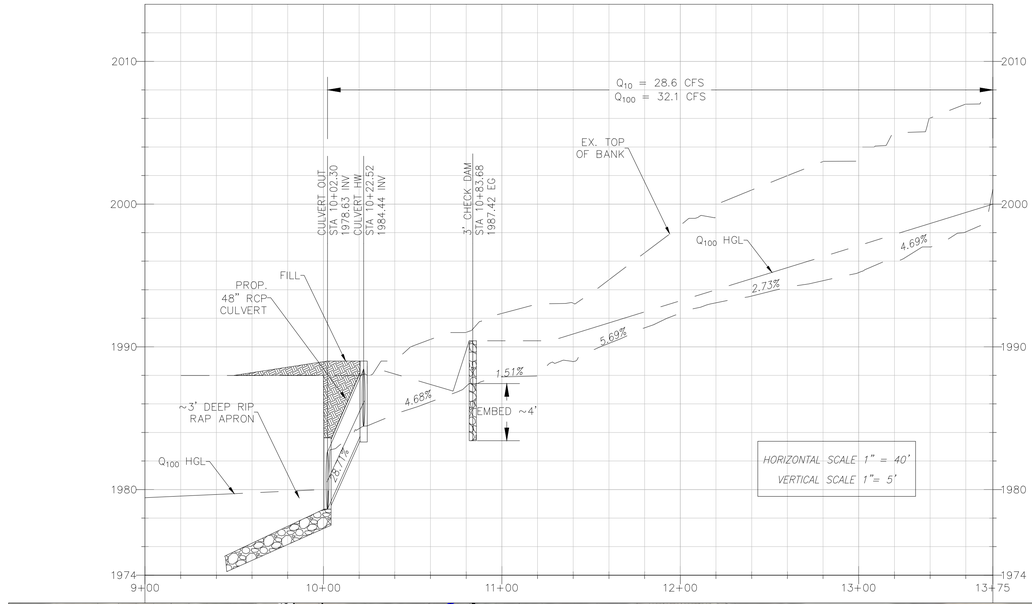
CITY OF REDLANDS

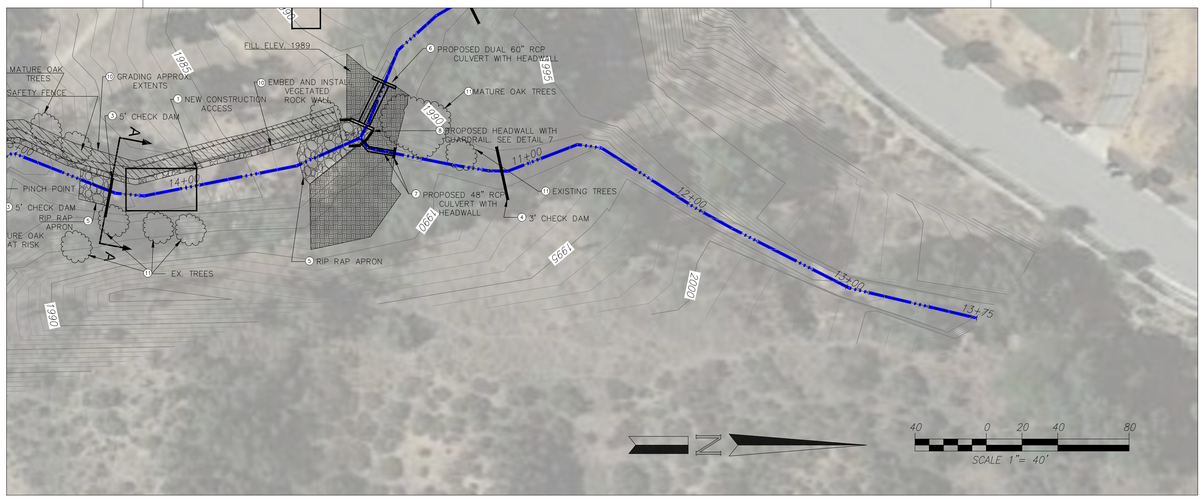
OAKMONT PARK TRIBUTARY REHABILITATION PROJECT
35% DESIGN
MAIN REACH-PROPOSED GRADE CONTROL STRUCTURES

DATE: APRIL 2021

SHEET 3 OF SHEET 4

FILENAME: \\hzcontario\disk3\proj\R310845.01 - Redlands Live Oak Canyon Geo Assessment\10 CADD & BIM\10.13 Civil\Exhibits\35% Design\Ex_OakmontPark_Proposed.dwg May 11, 2021 12:08pm





CONSTRUCTION NOTES

NO.	DESCRIPTION	QUANTITY
1	NEW CONSTRUCTION ACCESS POINT.	3 EA
2	CONSTRUCT 1' CHECK DAM PER DETAIL 3B CASE 2.	4 EA
3	CONSTRUCT 5' CHECK DAM PER DETAIL 3B CASE 1.	3 EA
4	CONSTRUCT 3' CHECK DAM PER DETAIL 3B CASE 2.	2 EA
5	CONSTRUCT RIP RAP APRON PER DETAIL 4.	4 EA
6	CONSTRUCT DUAL 60" RCP CULVERT.	45 LF
7	CONSTRUCT 48" RCP CULVERT.	20 LF
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11	PROTECT IN PLACE EXISTING OAK TREE.	20 EA

NOTE: ELEVATIONS ARE BASED ON A CONCEPTUAL-LEVEL TOPOGRAPHIC SURVEY DATED DECEMBER 27, 2019. THE CHANNEL GEOMETRY MAY HAVE EVOLVED SINCE. DESIGN SURVEY WILL BE REQUIRED PRIOR TO FINAL ENGINEERING.

ALL GRADED SLOPES TO BE STABILIZED PRIOR TO PROJECT COMPLETION.

THESE PLANS WERE PREPARED IN THE OFFICE OF:
HUITT-ZOLLARS
2603 Main Street, Suite 400 - Irvine, California 92614-4250
Phone (949) 988-5815 Fax (949) 988-5820
UNDER THE SUPERVISION OF:
REGISTERED CIVIL ENGINEER NO. 61378

REGISTERED PROFESSIONAL ENGINEER
MIGUEL ANGEL HERNANDEZ
No. 61378
Expiration 06-30-21
CIVIL
STATE OF CALIFORNIA

REVISIONS:

NO	DATE	DESCRIPTION	APPROVED:

CITY OF REDLANDS

OAKMONT PARK TRIBUTARY
REHABILITATION PROJECT
35% DESIGN

EAST FORK-PROPOSED GRADE CONTROL STRUCTURES

DATE: APRIL 2021

SHEET 4 OF SHEET 4

FILENAME: \\hzontario\disk3\pro\R310845.01 - Redlands Live Oak Canyon Geo Assessment\10 CADD & BIM\10.13 Civil\Exhibits\35% Design\Ex_OakmontPark_Proposed.dwg May 11 2021 12:08pm

"A City That Works"

City Council Meeting **H. 15.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Joint Defense/Common Interest and Confidentiality Agreement with Redlands Palm Investments, LLC, Inc. and Diversified Pacific Development Group in connection with a legal challenge to the City's approval of the residential subdivision recently approved for property commonly referred to as the England/Attwood Estate (City Attorney McHugh)

MOTION:

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

I move to approve the Joint Defense/Common Interest and Confidentiality Agreement with Redlands Palm Investments, LLC and Diversified Pacific Development Group.

RECOMMENDATION:

Staff recommends that the City Council approve the Joint Defense/Common Interest and Confidentiality agreement with Redlands Palm Investments, LLC and Diversified Pacific Development Group.

DISCUSSION:

On January 7, 2022, the unincorporated association known as "Save Redlands Orange Groves," filed in the San Bernardino County Superior Court a Verified Petition for Writ of Mandate challenging the City Council's approval of a Mitigated Negative Declaration, Parcel Map No. 20185 and, Tentative Tract Map No. 20305 for a residential development in the City of Redlands.

The City and the project applicant recognize they have joint and common interests with respect to the defense of the challenged approvals. Therefore, the attached Joint Defense/Common Interest and Confidentiality Agreement has

been prepared in order to aid the parties in their defense of the challenged approvals and allow the sharing of information on a confidential basis.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

Attachments

Joint Defense Agreement

JOINT DEFENSE/COMMON INTEREST AND CONFIDENTIALITY AGREEMENT

This Joint Defense/Common Interest and Confidentiality Agreement ("Agreement") is entered into this 15th day of February, 2022 ("Effective Date"), by and between the City of Redlands ("City"), Redlands Palm Investment, LLC ("RPI"), and Diversified Pacific Development Group, LLC ("Diversified"), in order to aid the respective parties in their defense of legal matters discussed below. City, RPI, and Diversified are sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. On January 7, 2022, "Save Redlands Orange Groves," a California unincorporated association, filed in the San Bernardino County Superior Court a Verified Petition for Writ of Mandate alleging City violated provisions of the City's General Plan and the California Environmental Quality Act (the "Action"). City is named as respondent in the Action. RPI and Diversified are named as a real parties in interest in the Action. The Action challenges the Redlands City Council's approval of a Mitigated Negative Declaration, Parcel Map No. 20185, and Tentative Tract Map No. 20305 (the "Project") for a residential development in the City of Redlands (collectively, the "Challenged Approvals").

B. Because of their positions as respondent and real parties in interest in the Action, the Parties have joint and common interests with respect to the defense of the Challenged Approvals, as well as the various issues and disputes that have been alleged or may arise in the Action concerning the Parties' obligations, liabilities, and/or duties relating to these issues and disputes. All such issues and disputes against the Parties, including those concerning the Challenged Approvals, whether individually or collectively, are referred to collectively as the "Disputes."

C. The Parties acknowledge and agree that their respective positions regarding the Disputes are such that their interests are generally the same. Nevertheless, the Parties understand that conflicts between their respective positions and interests may currently exist or could develop in the future. And, nevertheless, the Parties wish to share, and have their respective legal counsel share, information on the Disputes as to which the Parties' interests are the same and do not conflict, all on a confidential basis, without waiving the confidentiality of shared information as to those persons or entities who are not Parties to this Agreement, and without sacrificing the Parties' abilities to continue to be represented by their respective counsel in any of the Disputes, or other existing or future disputes with each other, relating to the Action or the Challenged Approvals. The Parties believe and agree that it is in their respective and collective best interests to share information in this way and to cooperate in the defense of the Disputes in the Action because such sharing of information is reasonable and necessary to accomplish the purpose for which their attorneys have been consulted and employed, that is, the investigation, analysis, and defense of the Disputes in the Action.

TERMS AND CONDITIONS

In consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. Confidential Sharing of Information

1.1. The Parties may share with each other and each other's respective counsel information in their possession relating to the subject matter of the Disputes, some of which may be confidential and subject to either the attorney-client privilege, the attorney work-product doctrine, and/or any other privilege, immunity, or protection under California law. Each Party agrees that all shared information received from any other Party or any other Party's counsel shall be held in strict confidence by the receiving Party and by any counsel or consultants of such Party to which such confidential information is revealed by the receiving Party, and subject to the reservations set forth in Section 1.9 of this Agreement, such information shall only be used in connection with asserting any common claims or defenses in connection with the Disputes and conducting such other activities as are necessary and proper to carry out the purposes of the Parties' defense of the Action.

1.2. The sharing of such confidential information by the Parties that is subject to the attorney-client privilege, the attorney work-product doctrine, and/or any other privilege or immunity is not intended by the Parties to be, nor shall it be, construed as a waiver of any attorney-client privilege, attorney work-product doctrine, and/or any other privilege, immunity, or protection.

1.3. The information and other materials that have been or will be exchanged pursuant to the understandings memorialized in this Agreement may include factual or legal information, theories, mental impressions, memoranda, percipient or expert witness statements, interviews or investigations, interview reports, draft briefs, correspondence, other legal position papers, and other documents, information, and materials, including, but not limited to, the confidences of the Parties relevant to the Parties' common interests, in oral, written or any other form (collectively, "Privileged Materials"), and they are exchanged on the understanding and agreement that:

A. Privileged Materials shared among the Parties or their respective counsel may contain confidential and privileged communications subject to the attorney-client privilege;

B. Privileged Materials shared among the Parties or their respective counsel may contain privileged or protected work product, including attorney work-product;

C. Privileged Materials shared among the Parties or their respective counsel may contain materials protected by other privileges, immunities, and rules of confidentiality; and

D. In accordance with applicable legal standards, exchanges have been and will be made only of information concerning issues as to which the Parties believe in their sole discretion that they share common interests with respect to the Disputes. All Privileged Materials provided by any Party in connection with joint efforts relating to the Disputes, and all material derived from any Privileged Materials so exchanged, shall be deemed subject to the terms of this Agreement. All Privileged Materials that are privileged or protected as to any Party or its counsel shall remain privileged or protected when communicated to another Party or its counsel in accordance with the joint and common defense concept articulated in *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964), *Waller v. Financial Corp. of America*, 828 F.2d 579, 583 n.7 (9th Cir. 1987), and their progeny, *California Oak Foundation v. County of Tehama*, 174 Cal.App.4th 1217 (2009), and in accordance with the provisions of California Evidence Code section 912(d), the attorney work-product doctrine and the joint defense, common interest, and non-waiver principles articulated in *Raytheon Co. v. Superior Court*, 208 Cal.App.3d 683, 687-89 (1989), and to the fullest extent provided by law. The voluntary disclosure by any Party to this Agreement of Privileged Materials to any other Party shall not be deemed to create any waiver or implied waiver of any applicable privilege or doctrine protecting the Privileged Materials from disclosure to persons not parties to this Agreement. The Parties acknowledge that they have been acting in a manner consistent with the terms of this Agreement since the Action first arose and agree that this Agreement is meant to apply to all such action and exchanges of Privileged Materials, whether occurring before or after the execution of this Agreement.

1.4. If any Party is dismissed from the Action by reason of settlement or otherwise, or if any Party shall cease to be a part of this Agreement, such Party's obligation to protect the confidentiality of all Privileged Materials provided to it by the other Parties shall continue.

1.5. After any Party to this Agreement has voluntarily disclosed Privileged Materials to the other Parties, the Party disclosing the information shall not be entitled to return of that information until the final determination of the Action as to the Party to whom the information was disclosed. Upon final dismissal or settlement of the Disputes, including the Action, any written Privileged Materials received pursuant to this Agreement by any settling or dismissed Party shall be returned, upon request, within a reasonable period of time to the Party that produced the Privileged Materials.

1.6. Any written Privileged Materials that are shared or exchanged may be marked "Confidential, Privileged Materials." Failure to mark Privileged Materials shall not be deemed a waiver of any applicable privilege.

1.7. This Agreement shall not be construed to require the Parties to disclose to any third party any documents or information. Subject to the provisions of Section 1.10 to this Agreement, any Privileged Materials that are shared or exchanged between the Parties will not be disclosed to any third party without the written consent of the Party whose information is to be disclosed, except that disclosure of Privileged Materials to a Qualified Person, as defined below, shall not need prior written consent and shall not breach the confidentiality afforded to Privileged Materials under this Agreement. "Qualified Person" is defined as:

A. Attorneys of record for or internal counsel engaged by a Party;

B. Any officer or employee of a Party who would normally be deemed a client for purposes of the attorney-client privilege and/or those employees consulted on a need-to-know basis;

C. Legal assistants, secretaries, other support personnel, and word processing personnel working under the direct supervision of any attorney who is a Qualified Person;

D. Outside legal support consultants retained to assist in the Disputes by any attorney who is a Qualified Person;

E. Consultants and experts retained for purposes of the Disputes by any attorney who is a Qualified Person; and

F. Any person otherwise agreed upon in writing by the Parties and disclosure to whom is for the purposes of facilitating the defense of the Disputes, including the Action as set forth above, provided that any such person shall sign a statement certifying that he/she has read this Agreement and agrees to be bound by all of its terms and conditions, and provided further that such statement be retained by the attorney of record for the Party proposing to disclose documents, or information contained therein, to such person.

1.8. Any Privileged Materials shall be used solely in connection with the Disputes, including the Action, and shall not be used for any other purpose. Each Qualified Person receiving written Privileged Materials shall maintain those documents and any information contained therein, in trust, and shall use reasonable care to safeguard the confidential nature of the Privileged Materials and the information contained therein and to prevent them from being copied or otherwise used by anyone who is not a Qualified Person.

1.9 Notwithstanding any other provision in this Agreement, in the event of any adversarial action, proceeding, or litigation between the Parties, nothing in this Agreement shall be construed to prevent the Parties from using in such action, proceeding, or litigation any information that is obtained though discovery or from independent third-party sources, even though such information obtained

through discovery or from independent third-party sources may be the same, related to, or similar to the Privileged Materials obtained pursuant to this Agreement.

1.10 If Privileged Materials become the subject of a potential administrative or judicial order purporting to require disclosure of such information by a Party, that Party must, to the extent legally allowed, provide notification no later than three business days (or within 24 hours if such proceeding will take place prior to five business days) after receiving notice of said proceedings to the other Party that generated the information of the proceedings seeking to compel disclosure. The purpose of the notice required under this section 1.10 is to give the generating Party reasonable opportunity to protect the confidentiality of the information prior to its disclosure. Although recognizing that a Party must comply with a valid administrative or judicial order, any disclosure pursuant to such administrative or judicial order shall be only to the extent minimally necessary to comply with the order, as determined by the reasonable opinion of such Party's counsel, and shall not be made in any event until notice of the potential disclosure is given, to the extent legally allowed, as provided herein.

1.11 Should anyone claim that any otherwise applicable privilege has been waived as a result of any exchange or disclosure made pursuant to this Agreement, the Parties agree to join in defending against such claim.

1.12 Nothing in this Agreement is inconsistent with the Parties' respective interests in receiving independent, vigorous, and separate representation.

2. Payment of Defense Costs/Indemnity/Security.

2.1 Pursuant to Condition No. 5 of Tentative Tract Map No. 20305 approved by City for the Project, RPI is required to defend, by paying for the defense costs of City (for counsel retained by City), indemnify and hold harmless City, and its elected and appointed 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 Tentative Tract Map No. 20305 and any other entitlements issued for the Project, or any Claims brought against City due to acts or omissions in any way connected to Tentative Tract Map No. 20305. This indemnification includes, but is not 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. The Action has been commenced challenging City's approval of Tentative Tract Map No. 20305 and its associated entitlements issued for the Project, and City has provided notice of the same to RPI. RPI shall file with City an irrevocable letter of credit to City (the "Security") in a form satisfactory to City, and in the amount of three hundred thousand dollars ($300,000) to ensure RPI's performance of its defense and indemnity obligations. However, provision of the Security does not limit the total indemnity obligation of RPI established by Condition No. 5. The failure to provide the Security shall be deemed an express

acknowledgement and agreement by RPI that City shall have the authority and right, without objection by RPI, to revoke all entitlements granted for the Project. City shall have no liability for the exercise of City's right to revoke the challenged entitlements pursuant to this Section. Except as provided in this Section 2.1, City's revocation of the Project's entitlements pursuant to this Section shall be City's sole legal remedy, except for seeking from RPI indemnity and reimbursement of costs incurred prior to revocation of the Project's entitlements, including any subsequent Court-ordered award of attorneys' fees and costs in the Action.

2.2 In the event City retains special counsel in connection with its defense of the Action, RPI shall reimburse City for all costs incurred by City for such special counsel services. City's special counsel will submit to RPI copies of the summary invoices prepared by special counsel and send to both City and RPI, and RPI shall make the required reimbursement payment to City's special counsel within thirty (30) days of the date of City's special counsel's transmittal of each such invoice. In the event RPI fails to make any reimbursement payment, City shall have the right to draw upon the Security described in Section 2.1 above.

3. Notices

3.1 All notices or other communications between the Parties required or permitted hereunder shall be given in writing by personal delivery or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses. Notices sent by mail shall be addressed as follows:

City

Jeanne Donaldson
City Clerk
City of Redlands
35 Cajon Street, Suite 4
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org

With a Copy to:

City Attorney
City of Redlands
35 Cajon Street, Suite 200
P.O. Box 3005 (mailing)
Redlands, CA 92373
dmchugh@cityofredlands.org

RPI and Diversified

Mathew A. Jordan
Redlands Palm Investment, LLC
10621 Civic Center Dr.
Rancho Cucamonga, CA 91730
mjordan@diversifiedpacific.com

Matthew A. Jordan
Diversified Pacific Development Group, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730
PPitassi@diversifiedpacific.com

With a Copy to:

Mark Ostoich
Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408
Mark.Ostoich@greshamsavage.com

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following delivery; or when received, if transmitted by e-mail or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 3.1.

4. Withdrawal and Modification

4.1. Any Party may withdraw from this Agreement after written notification to the other Parties. This Agreement shall continue to protect all Privileged Materials covered by this Agreement and disclosed to the withdrawing Party prior to its notification of withdrawal. This Agreement cannot be modified or revised in any respect except with the express written consent of the Parties.

4.2 In the event that a Party determines that its interests may be best served by pursuing a course of action adverse to the interests of the other Parties, or becomes aware of any other circumstances inconsistent with the maintenance of a joint defense or common interest privilege, such Party shall immediately notify in writing the other Parties and return to them all Privileged Materials previously received and withdraw from the Agreement. Such withdrawal should not affect the privileged nature of any Privileged Materials received prior to the date of withdrawal, and the withdrawing Party and its counsel shall continue to be bound by the obligations and confidentiality set forth in this Agreement.

4. Choice of Law

4.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. Remedy

5.1. The Parties expressly acknowledge and agree that no adequate remedy is available at law for breach of this Agreement and that, in addition to any other remedies available, performance of this Agreement may be specifically ordered or breach hereof may be enjoined or both.

5.2 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.

6. Entire Agreement

6.1. This Agreement constitutes the entire agreement between the Parties with respect to common defense of the Action and confidentiality. This Agreement supersedes

all prior or contemporaneous agreements, representations, and understandings with respect to the common defense of the Action and confidentiality. Nothing in this Agreement constitutes, or shall be construed to be, a waiver or circumscription of any Party's rights to pursue remedies available at law in disputes (including disputes related to the Action) with the other Party, including filing suit.

7. Authority

7.1. Each Party hereby represents and warrants that its execution of this Agreement has been duly authorized and approved by all necessary authority of the approving entity. This Agreement may be executed in duplicate original or counterpart. For purposes of this Agreement, a facsimile signature will be deemed an original signature.

8. Additional Parties

8.1. Additional parties who share common interests with respect to the Disputes, including the Action, may join in this Agreement by executing a copy of this Agreement with notice to and agreement by all Parties to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date as indicated by their respective signatures.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

REDLANDS PALM INVESTMENT, LLC

By: Diversified Pacific Development Group, LLC, a California limited liability company
Its: Manager

By: _____
Matthew A. Jordan,
Co-Managing Member

DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC, a California limited liability company

By: _____
Matthew A. Jordan, Co-Managing Member

"A City That Works"

City Council Meeting **H. 16.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies (Mayor Barich)

MOTION:

I move to approve the City Council liaison assignments to the City's boards, commissions, committees and outside agencies as recommended by Mayor Barich.

RECOMMENDATION:

It is recommended by Mayor Barich that the City Council consider the liaison assignments as represented in the attached table entitled “2022 City of Redlands Commissions/Boards/Committees.”

DISCUSSION:

As a result of Council Member Foster's retirement on January 3, 2022, and the installment of Council Member Gallagher on January 18, 2022, it is necessary to coordinate new Council liaison assignments to the City's boards, commissions, committees and outside agencies. Mayor Barich has reviewed the list and has provided his recommendation for the new liaison assignments, which are reflected in the attached table for the Council's consideration.

SUBMITTED BY:
Jennifer Macias, Management Analyst

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

Attachments

2022 Commission/Board/Committee Liaisons

2022 CITY OF REDLANDS COMMISSIONS/BOARDS/COMMITTEES

Commissions and Committees created by Ordinance or Resolution of the City of Redlands - *These are City sponsored and staffed committees that are appointed by the Council and subject to the Brown Act*

COMMISSION/BOARD	MEETING TIME	MEETING MONTHS	STAFF LIAISON	COUNCIL LIAISON	
				PRIMARY	ALTERNATE
Airport Advisory Board	3rd Thursday 6 p.m.	Monthly	Bruce Shaffer 798-7573 (Facilities and Community Services)	Barich	Tejeda
Citrus Preservation Commission	2nd Tuesday 4 p.m.	Monthly	Erik Reeves 798-7570 (Facilities and Community Services)	Guzman-Lowery	Davis
Cultural Arts Commission	2nd Monday 4 p.m.	Jan / Mar / May/ Jul / Sept / Nov	Tricia Swope 335-4701 (Facilities and Community Services)	Guzman-Lowery	Davis
Historic and Scenic Preservation Commission	1st Thursday 6 p.m.	Monthly	Loralee Farris, 335-4749 (Development Services)	Davis	Guzman-Lowery
Human Relations Commission	2nd Monday 6:30 p.m.	Jan / Mar / May Jul / Sept / Nov	Beatris Ordaz; 798-7534 (Human Resources)	Guzman-Lowery	Davis
Library Board	2nd Tuesday 5 p.m.	Monthly	Don McCue, 798-7565 (Library)	Gallagher	Davis
Municipal Utilities/Public Works Commission	1st Monday 4 p.m.	Feb / Apr / Jun Aug / Oct / Dec	Johana Silva, 798-7584x4 (Municipal Utilities and Engineering)	Tejeda	Barich
Parks & Recreation Advisory Commission	2nd Thursday 4 p.m.	Jan / Mar / May Jul / Sept / Nov	Tabitha Kevari 798-7655 (Facilities and Community Services)	Tejeda	Guzman-Lowery
Planning Commission	2nd & 4th Tuesday 4 p.m.	Monthly	Brian Desatnik, 798-7598 (Development Services)	Barich	Gallagher

Street Tree Committee	4th Thursday 5:30 p.m.	Feb / Apr / Jun Aug / Oct / Dec	Erik Reeves 798-7570 (Facilities and Community Services)	Tejeda	Barich
Traffic & Parking Commission	4th Thursday 6 p.m.	Jan / Mar / May Jul / Sept / Nov	Johana Silva 798-7582 Sergeant Jeremy Floyd (Municipal Utilities and Engineering and PD)	Davis	Guzman-Lowery
Utilities Advisory Committee	As needed on biannual basis	As needed	Johana Silva, 798-7584x4 (Municipal Utilities and Engineering)	n/a	n/a

Regionally significant boards and commissions - *These positions may require staff coordination and technical support for specific policy areas where we are working with regional partners and stakeholders.*

COMMISSION/BOARD	MEETING TIME / LOCATION	LIAISON	ALTERNATE
OMNITRANS	1st Wednesday; 8:00 a.m 1700 W. Fifth Street, San Bernardino	Davis	Gallagher
SBCTA	1st Wednesday; 9:00 a.m. (after Omnitrans) 1170 W. Third Street, San Bernardino	Barich	Davis
League of California Cities, Legislative Task Force	3rd Wednesday every other month 10:00 a.m. Ontario City Hall	Davis	None required
Southern California Association of Governments (SCAG)	1st Thursday; 9:00 a.m. 818 W. 7th Street, 12th Floor - LA	This is an elected position among the cities of Loma Linda, Redlands, Colton, and Grand Terrace	
CONFIRE Board of Directors	As Needed	Davis	Tejeda
Santa Ana River Wash Committee	As Needed SB Water Conservation District 1630 W. Redlands Blvd., Ste A Redlands, CA 92373	Tejeda	
Water Policy Advisory Commission	As Needed 380 E Vanderbilt Way San Bernardino	Barich	Tejeda
San Bernardino County Solid Waste Advisory Task Force (SWAT)	April and October and As Needed	Tejeda	Tim Sullivan, FCS

Council appointments to community organizations - *These positions require little or no staff support but could generate Council announcements and communications during the agenda.*

ORGANIZATION	MEETING TIME / LOCATION	LIAISON	ALTERNATE
Redlands Chamber of Commerce	3rd Wednesday; 7:00 a.m. 47 N. First Street.	Gallagher	Barich
Redlands Service Club Council	1st Thursday; 10:00 a.m. City Hall, 35 Cajon Street, Suite 200	Tejeda	Barich
Redlands Conservancy	as needed	Barich	Guzman-Lowery
Inland Empire Economic Partnership	Quarterly All Divisions Meeting 7:30-9:00a.m. - CSUSB	Barich	Gallagher
Interagency Council on Homelessness	4th Wednesday; 9:00 a.m. 850 E. Foothill Blvd, Rialto	Guzman-Lowery	Barich

City Council Appointed Ad Hoc Committees - *These committees are established by the Council and are comprised of two representatives meeting in limited duration, with staff support, and are not subject to the Brown Act*

COMMITTEE	MEETING TIME	COUNCIL REPRESENTATIVES
Coronavirus – COVID-19 (March 17, 2020)	As needed	Tejeda, Davis

COMMITTEE	MEETING TIME	COUNCIL REPRESENTATIVES
Street Naming Committee (February 1, 2022)	As needed	Barich, Guzman-Lowery

"A City That Works"

City Council Meeting **I. 1.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: 2021 Annual Report of the Redlands Police Community Foundation (Police Chief Catren)

DISCUSSION:

For this evening's City Council meeting, Redlands Police Community Foundation President Stan Weisser and other board members will present the 2021 Annual Report.

SUBMITTED BY:

Chay Miller, Executive Police Assistant

Attachments

2021 RPCF Annual Report

Supporting RPD since 2017

Redlands Police Community Foundation

Annual Report of 2021







Youth Programs & Events | **K-9 Unit** | **Citizen Volunteers**

Thank You for Your Support!

Since receiving our first donation in October 2017 through December 2021, the Redlands Police Community Foundation (RPCF) has given $373,053 directly to the Redlands Police Department (RPD) and the community of Redlands through the following expenditures:

50%

DIRECT SUPPORT TO RPD OFFICERS AND OFFICER PROGRAMS

- Citizen Volunteer Unit
- K9 Unit
- Annual Department Awards Ceremony
- Police Reserves Unit

35%

RPD COMMUNITY YOUTH PROGRAMS

- Back 2 School Jam
- Bicycle Rodeos
- Christmas Block Party
- Community Bike Fund
- Cops N Kids Softball
- Explorers Unit
- Heroes & Helpers
- Midnight Hoopz
- Mobile Book Plane
- Northside Christmas Parade
- Redlands Emergency Services Academy
- RPD Blue Christmas
- Street Smart Self-Defense Program
- Youth Leadership

15%

COMMUNITY OUTREACH & SAFETY

- Crime Prevention
- Community Policing Events
- Coptober Community Fair
- Surveillance Camera Project
- Thanksgiving Lunch for Seniors

Redlands Emergency Services Academy

The Redlands Emergency Services Academy (RESA) is an annual academy run by the Redlands Fire and Police Departments dedicated to developing interest in public safety professions among Redlands youth. Participants are exposed to the types of tasks and responsibilities required of safety personnel, as well as the training, education, and physical standards that must be met to achieve and maintain careers in these fields.



RESA Class of 2021. RESA was established in 1999.





The program also introduces core values that will remain with them throughout their prospective careers: discipline, teamwork, pride, loyalty, honor and integrity. Many RESA graduates have gone on to careers in emergency services, with many of them being hired by the Redlands Fire and Police Departments. In 2021, eighteen (18) young men and women were able to complete RESA through the RPCF's sponsorship and the generous contributions of longtime program donor Tom Bell.

Redlands Police "Coptober" Community Fair



Members of the RPOA barbecue for those in attendance

The RPCF hosted the first–ever Redlands Police "Coptober" Community Fair on Saturday, October 2 at the Redlands Ranch Market parking lot. The event was free to the public, police officers grilled 400 hot dogs and served 300 pieces of pizza for those in attendance, and local vendors and organizations participated with booths and goodies.



Forensic Specialist R. Samano explains the science behind lifting fingerprints



K9 Jake and his handler Officer M.Shahabi perform demonstrations



Hundreds of books provided by Hangar 24 Charities were distributed to children



Community Policing Officer E. Herrera, Asm. James Ramos, and Chief Chris Catren enjoy the fun!



Thanksgiving Tuesday

Members of the RPD served more than 250 meals to members of the community at Sylvan Park in the “Thanksgiving Tuesday” event on November 23. Officers slow cooked 21 turkeys, and also on the menu were homemade traditional side dishes, and more than 40 pies baked by RPD officers, staff, and family. Department members served those in attendance, and Starbucks provided coffee and treats.



Chief Chris Catren wishes everyone a happy and safe Thanksgiving



Cmdr. Rachel Tolber, RPCF Secretary Chris Martin, and Cmdr. Stephen Crane

Thanksgiving Lunch at the Joslyn Senior Center

In conjunction with the City of Redlands Facilities and Community Services Department, RPD members served a catered Thanksgiving lunch to approximately 90 members of the community at the Joslyn Senior Center on November 24. The RPCF sponsored the event and provided handwritten holiday greeting cards to those in attendance.

Heroes & Helpers Event

The RPD hosted the annual Heroes & Helpers event with a $150 holiday shopping spree for approximately 125 children in the community. The children were partnered up with a member of the Police Department to shop for their Christmas wish list items. Children are nominated by school principals, teachers, police officers, and community and faith leaders based on family need as well as demonstrations of outstanding citizen-ship and leadership throughout the year. Over the years, hundreds of children from local schools have participated in the event. This year, the event was expanded to allow the kids to shop at any store in Mountain Grove/Citrus Plaza shopping centers. Toyota of Redlands was the platinum donor, and other major donors were Paul Smith, James & Theresa Ramos, Barich & Associates Insurance Marketing, Majestic Realty, Reiss Jackson & Co., Redlands AYSO United, Simply Staging, and Hangar 24 Charities.









Garner Holt Animatronics Academy Career Camp

THE GARNER HOLT FOUNDATION

Imagination. Innovation. Inspiration.

The RPCF sponsored six local middle school students to attend the Garner Holt Animatronics Academy Career Camp. The three-day camp offered an immersive hands-on STEAM education and career exploration experience, inspired by the work of Garner Holt Productions, Inc. Redlands Police Department officers chaperoned the group, and transportation was provided by the San Bernardino County Superintendent of Schools.









A Man of Service: Citizen Volunteer Jim Stellar

Jim Stellar, a Citizen Volunteer of the RPD for over 30 years, passed away in January 2022, at the age of 91. He leaves behind a legacy of good citizenship and dedicated service to the community. During his volunteer career, Jim provided over 9,000 hours of volunteer service to the RPD and the community of Redlands

Members of the Citizen Volunteer Unit assist the RPD in making the community a safer place by participating in non-hazardous department functions such as performing traffic control at special events and accident scenes, patrolling streets and City parks, conducting vacation house checks, processing paperwork, and more.

In 1993, Jim founded the 365 Club, inviting individuals and local businesses to support the RPD Citizen Volunteers by donating $365, or $1 a day. The 365 Club has allowed the RPD's forty-member strong Citizen Volunteer Unit to be funded entirely through community donations at no cost to the City's General Fund. Donations cover the operational expenses of the Citizen Volunteers including vehicles and other safety equipment needed to perform their auxiliary duties in support of police officers.

In 2017, the 365 Club merged with the RPCF as a joint fundraising arm for the Citizen Volunteer Unit and other police community services. Jim joined the RPCF board of directors and helped establish ways for the newly formed non-profit organization to build on relationships already established in the community and to form new ones in support of the RPD and their community programs. Over the course of three decades, Jim's fundraising efforts brought in more than $320,000.00 in donations for the RPD Citizen Volunteer Unit. The RPCF's Stellar Club Member level is named in his honor. Jim retired as a citizen volunteer and RPCF board member in late 2021.

Jim also was a dedicated volunteer of the Redlands Community Hospital for thirty years, active in local services clubs, and a veteran. Jim will be remembered with great esteem and admiration for his life of service to the Redlands community.

Would you like to learn more about the Redlands Police Community Foundation and how you can help support the Redlands Police Department? Visit our website at www.rpcf365.org, and become a Club Member today!

Donation by Golf Club

In a profound show of support for the RPD, a group of 85 members in a golf club at Redlands Country Club passed a virtual hat and collected $23,000 in donations for the RPCF. The donation underscores the community's support of the RPD, and funds will be invested back into the community by supporting police programs that are not funded through the regular City budget, such as police youth programs, the Citizen Volunteer Unit, and the K9 Unit.





RPD Chief Chris Catren

Thank You for Your Support!

The Redlands Police Department is immensely grateful for the overwhelming support of the community we serve. It is through your support and the support of the RPCF that we are able to deliver much more than basic public safety services to the City of Redlands. We are grateful for the opportunities to strengthen our community partnerships and exceed your public safety expectations. Working together in a collaborative approach towards our shared goal of keeping Redlands safe and sustainable for all residents, we accomplish so much more. Thank for your continued support.

Thank You to Our Donors

The Redlands Police Community Foundation values all donors.
The following individuals, businesses, and organizations played a key role in our growth in 2021 by supporting Redlands Police Department programs and events. We thank them for their support!
If you would like to make a donation, please visit our website at www.rpcf365.org

Centurion Club ($1,000 +)

A2BATT, Inc.
Brooks Bailey
Barich & Associates Insurance Marketing, Inc
Bell Family Trust
Dustin Bingaman
Michael & Kaylea Bosman
Debbie Brown
Buster Family Foundation
Roger Cabansag
Caston, Inc.
Carolyn Ghazal
Hangar 24 Craft Charities
Daniel Isham
Kiwanis Parade Committee
Pete Koss
Jeremy Lee
Rudy Lozano
Majestic Realty
David McLaughlin
Miller Architectural Corp.
Neale Perkins
James & Theresa Ramos
Redlands Plumbing, Heating & A/C
Reiss, Jackson & Company
Rochford Foundation
Rotary Club of Redlands Foundation
Dan & Denise Shefchik
Simply Staging, LLC
Paul Smith
Richard & Kristin Thibedeau
Tom Bell's Redlands Auto Center
Toyota of Redlands
Joseph & Mary Walloch
Walmart
Stan & Ellen Weisser

Stellar Club ($500 -- $999)

Bradley & Monica Andersen
Michael Armada

Stellar Club -- Continued

John Bosman
Robert & Judy Cannon
Louis Curti
EPIC Engineers
Epic Management
Mark Gardner
Jacobson's Family Charitable Fund
Rudy Lozano
Chris & Pam Martin
William & Wynell Mullooly
David Parsio
Brent Peeke
Jonathan & Sabine Phillips
Redlands Police Officers' Assoc.
Janet Sherman
Vanessa Smith
Jeff Thalmayer
The Contemporary Club
Daniel Vargas
David Young
A.J. Zalsman

365 Club ($365 -- $499)

Karen Bell
Ed Betty
Darryl & Kelley Bowden
Bill & Brenda Buster
William & Patricia Christensen
Thomas Clark
William E. Cunningham & Family
Denver Drieberg
East Valley Association of Realtors
Jim & Teresa Enriquez
Gerrards Market
Hatfield Buick & GMC
Russ Huston Real Estate
Clete & Merrilee Hyman
Orville & Liv Kensok
Phillip Naman
Lew & Kathy Nelson

365 Club -- Continued

Redlands American Legion -- Post 106
Redlands Bowl Performing Arts
Redlands Chiropractic
Redlands Community Hospital
Rettig Machine Shop, Inc.
Alen & Carolyn Ritchie
Jim & Jeanne Stellar
Trimflex General Trim, Inc.
Scott Welsh

Century Club ($100 -- $364)

Cliff Abraham
Donald Alvarez
American Legion Aux. Unit 650
American Legion Post 650
Reese Aplin
Linda Armstrong
Robert Austin
Baer Treger LLP
Tom Battaile
Jeff Blackey
Brett Bockmann
Greg & Rosilisie
Chris Bohanon
Nate Borghi
Ken Bradshaw
Wes & Peggy Brier
Joe Bulf
Tim Burchinal
Jerald & Jan Burgess
Brooks Burnsed
Mitch Callaway
Matt Canada
Dave Cardella
Andre Coardoza
John Cesario
Bobby Chagolla
Craig Chamberlin
Citrograph, LLC
Mario & Maria Saucedo
Chris Conway

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The following individuals, businesses, and organizations played a key role in our growth in 2021
by supporting Redlands Police Department programs and events. We thank them for their support!
If you would like to make a donation, please visit our website at www.rpcf365.org

Century Club -- Continued

Richard & Franceseca Cover
Chad Daniel
Byron Diehl
Jeanne Donaldson
Jane Dreher
Richard Dykstra
John & Mary Ellen Egan
Peter & Laura Elsissy
Patricia Engel
Jon Fenster
Scotty & Barbara Ferguson
Donna Ferracone
Dave Fisher
Flanigan Construction, Inc.
Football Storm Soccer Club
Shirlee Fox
Danielle Garcia
Mark Gaw
Nathaniel Girton
Mark Gorden
Bengt Gustavsson
Monica Guzman
Eric & Michelle Harryman
Mark Harshbarger
Grant Haugen
Christopher Hernandez
Anthony Hilliard
Deckard Hodge & Carolyn Hardy
Greg Hostetler
John Imbriani
Bob Jersey
Vicki Jessup
Eleanor Johnson
Kathryn Johnson
Thomas & Karen Kaney
Craig Kavenaugh
Jamie Killeen
Jorn Larson
Marcogino Lazzarini
Chris Ledwidge
Linda Lindsey

Century Club -- Continued

Miguel Gonzalez
Rose Madsen
Trevor Martin
Vincent Martinez
Mark McEowen
Joseph McIntyre
Larry Meredith
Keith Moreland
Edward & Emilene Morrison
Eric Munson
Larry & Cindy Munz
Jay Nichols
Nancy Nielsen
Northside Impact Committee
Hanny & Lance Oey
Eric & Jennifer Ory
Gordon Palmer
Jon Pauls
Rick Pence
Dick Conway
David Porter
Redlands AYSO Region 50
Redlands Northside Boosters Club
Nicole Rinehardt
Neil Robertson
Eleni Roumanas
Gerard Sabate
Eric Schilt
Erik Simmons
Benjamin & Kristen Slagter
Derrick Soffel
Travis Soffel
Sons of American Legion Post 650
SSI Express/Mike Stallone
Roger Tate
Titans Football Club, Inc.
Rod Torres
Selim & Suzanne Trad
Richard & Donna Tunell
Venisa Castro
Kyle Visciglia

Century Club -- Continued

Steven Walker
Brian Walsh
Bradley Wenzel
Leslie Whittemore
Darren Whitty
Tom Wigent
Francis Wiley
Barry Woltz & Colleen Pope
Nico Woulard
Michael &Tina Zanardi
Karen Zehm
Bruce Zeiner
Jed Zercher

Blue 52 Club ($52)

J & L Aldana
Don & Brenda Boon
Scott Brotchie
Steve Brunelle
Manuel & Marta Cantun
Josefina Clemente
Mark Cloud
Luisa Curtis
Lawrence & Kathryn Davenport
Florence Elliott
Joshua & Rachel Feenstra
Lorell Gifford
Anthony & Pamela Johnson
Canya Kuoch
Angela Lyman
Cowsie & Jeroo Malva
Chay Miller
Valerie Naftzger
Kelly Napoletano
Hoang Nguyen
Daniel & Delia Rehome
Sara Russ
Joe & Sandra Sidor
Dale & Donna Sullivan

"A City That Works"

City Council Meeting **I. 2.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by the Redlands Historical Museum Association and request to obtain funding from the City of Redlands for the construction of the Museum of Redlands (Library Director McCue)

MOTION:

No motion is provided at this time.

RECOMMENDATION:

Staff is not providing a recommendation at this time. Staff will present funding options at the midyear budget presentation on March 1, 2022.

DISCUSSION:

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.

In subsequent years, when it became apparent that the City Hall Building was still needed by the Redlands Police Department, a search was undertaken by the Redlands Historical Museum Association (RHMA) to find an alternative location for the museum. Thanks to a generous donor, the old Redlands Daily Facts building at 700 Brookside was acquired by the RHMA in 2014.

In September 2014, City Council passed Resolution 7445 which rescinded Resolution 5800, reconfirmed the Board of Trustees of A.K. Smiley Public Library as the administrator of the museum, and established interim and permanent improvement, repair, maintenance and operational obligations for the City and the Library Board of Trustees both before and after the City obtains title to the building. 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."

Having successfully raised $18 million dollars, the RHMA is requesting $6.6 million dollars from the City in order to complete the final phase of the museum's construction.

SUBMITTED BY:
Don McCue, Library 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:
Don McCue, Library Director

Attachments

RHMA ask letter
RHMA Capital projection
Resolution 5800
Resolution 7445

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

Jeanne C. Minnerly
A Professional Accountancy Corporation
1175 Idaho Street, Suite 101
Redlands CA 92374
Telephone: (909) 793-6600
Fax: (909) 793-0600

January 21, 2022

Board of Directors
Redlands Historical Museum Association, Inc.
P.O. Box 470
Redlands, CA 92373

The accompanying Capital Funds Projection of the Redlands Historical Museum Association, Inc., as of April 30, 2022, were not subjected to an audit, review, or compilation engagement by Jeanne C. Minnerly A Professional Accountancy Corporation and we do not express an opinion, a conclusion, nor provide any assurance on them.

Jeanne C. Minnerly A Professional Accountancy Corporation

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.

RESOLUTION NO. 5800

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DESIGNATING THE BOARD OF TRUSTEES FOR THE A. K. SMILEY PUBLIC LIBRARY AS THE ADMINISTRATOR OF THE REDLANDS HISTORICAL MUSEUM

WHEREAS, on January 28, 2000, the City Council authorized the formation of a committee to study the feasibility of establishing an historical museum; and

WHEREAS, on May 2, 2000, the City Council designated the City Hall building located at 30 Cajon Street, as the site of the City's future museum; and

WHEREAS, on September 3, 2000, the City Council designated the A. K. Smiley Library and its Board of Trustees as the repository for donated materials until the museum is established.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. The City Council of the City of Redlands hereby appoints the A. K. Smiley Public Library, through its Board of Trustees, as the administrator of the proposed Redlands Historical Museum.

2. The Board of Trustees of the A. K. Smiley Public Library agrees to take charge of the museum site, premises and any collections that may be placed in said building.

3. When the Redlands Historical Museum becomes operational, the funds for maintenance of the museum shall be provided by the City of Redlands.

ADOPTED, SIGNED AND APPROVED this 3rd day of October, 2000.

Pat Gilbreath
Mayor of the City of Redlands

Attest:

Lorrie Payzant
City Clerk

F:\djm\Reso\Res5800.wpd

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of October, 2000, by the following vote:

AYES:	Councilmembers George, Freedman, Haws, Peppler; Mayor Gilbreath
NOES:	None
ABSENT:	None
ABSTAIN:	None

Lorrie Poyzer, City Clerk
City of Redlands

RESOLUTION NO. 7445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RECONFIRMING THE BOARD OF TRUSTEES FOR THE A. K. SMILEY PUBLIC LIBRARY AS THE ADMINISTRATOR OF THE REDLANDS HISTORICAL MUSEUM, ESTABLISHING INTERIM AND PERMANENT IMPROVEMENT, REPAIR, OPERATIONAL, AND MAINTENANCE OBLIGATIONS FOR THE MUSEUM, AND RESCINDING RESOLUTION NO. 5800

WHEREAS, on January 28, 2000, the City Council of the City of Redlands authorized the formation of a committee to study the feasibility of establishing a historical museum; and

WHEREAS, on May 2, 2000, this City Council designated the City-owned building located at 30 Cajon Street as the site of the City's proposed museum; and

WHEREAS, on September 3, 2000, the City designated the A. K. Smiley Public Library as the repository for donated historical items until the proposed museum is established; and

WHEREAS, on October 3, 2000, this City Council adopted Resolution No. 5800 appointing the Library Board of Trustees as administrator of the proposed historical museum and identifying a source of revenue for maintenance of the proposed museum; and

WHEREAS, for the fourteen years since the Library Board of Trustees was appointed as administrator, the Board has worked closely with the Redlands Historical Museum Association to establish a historical museum which would subsequently be donated to the City; and

WHEREAS, on September 17, 2013, in response to a request from the Redlands Historical Museum Association for financial assistance associated with the establishment of the historical museum, this City Council unanimously approved payment for costs of landscape maintenance and the provision of utility services based upon the City Council's 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 for the interim period until the museum is donated to the City; and

WHEREAS, recently members of the Library Board of Trustees and the Library Director have been informed, and have subsequently informed this City Council, that an anonymous philanthropic member of the Redlands community desires to make a generous donation to the Redlands Historical Museum Association for the specific purpose of establishing the proposed museum in the building located at 700 Brookside Avenue; and

WHEREAS, representatives of the Library Board of Trustees and the Library Director have participated in negotiations with the above-mentioned donor, the owners of the property located at 700 Brookside Avenue, and members of the Redlands Historical Museum Association to facilitate the location of the proposed Redlands Historical Museum on such property; and

WHEREAS, this City Council desires by this resolution to encourage and express its strong support for the above-mentioned donor's, the Library Board of Trustees' and the Redlands Historical Museum Association's efforts to cause the Redlands Historical Museum to be located at 700 Brookside Avenue;

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Redlands as follows:

Section 1. The City Council hereby designates the building and property located at 700 Brookside Avenue (the "Museum Property") as the site for the proposed Redlands Historical Museum.

Section 2. The City Council reconfirms the Board of Trustees of the A. K. Smiley Public Library as administrator of the proposed Redlands Historical Museum and the A. K. Smiley Public Library as the repository for donated items.

Section 3. As the administrator for the City of the proposed museum, the Library Board of Trustees shall have the responsibility for stewardship and oversight of the operations of the museum and its historical collections.

Section 4. In the event the Redlands Historical Museum Association acquires title to the Museum Property, upon the Association's occupancy of the building on the Museum Property for museum purposes, the City shall be responsible for funding the costs of providing utilities including all water, sewer, gas, light, power, and landscape irrigation and maintenance, reasonably required or necessary for the Museum Property. The City shall have no other responsibility, obligation or liability for the Museum Property.

Section 5. From and after the City obtaining title to the Museum Property, the City shall be responsible for funding the costs of providing utilities including all water, gas, light, power, telephone, internet access, and landscape irrigation and maintenance, and janitorial services, reasonably required or necessary for the operation of the museum.

Section 6. From and after the City obtaining title to the Museum Property, as the administrator of the museum, the Library Board of Trustees shall be responsible for securing funding to pay the costs of all structural capital improvements and repairs to the museum building and property, and all capital equipment and personal property, reasonably required or necessary for the operation of the museum.

ADOPTED, SIGNED AND APPROVED this 16th day of September, 2014.

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

I, Sam Irwin, 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 16th day of September, 2014, by the following vote:

AYES: Councilmembers Harrison, Foster, Gardner, Gilbreath; Mayor Aguilar
NOES: None
ABSENT: None
ABSTAIN: None

Sam Irwin, City Clerk

"A City That Works"

City Council Meeting **I. 3.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to a possible expanded scope and purpose of the Council Ad Hoc Subcommittee originally formed to establish criteria for the renaming of streets (Mayor Pro Tem Tejeda)

DISCUSSION:

At the request of Mayor Pro Tem Tejeda, this item has been added to the agenda to allow a continued discussion regarding the Mayor Pro Tem's recommendation that the scope and purpose of the Council Ad Hoc Subcommittee, originally formed to establish criteria for the renaming of streets, be expanded to provide for the establishment of a process for honoring residents who have had a positive impact on the community. The Mayor Pro Tem asked that the City Council consider revisiting this issue to provide the Ad Hoc Subcommittee with new direction.

"A City That Works"

City Council Meeting **J. 1.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of adoption of Ordinance No. 2886 adjusting compensation for City Council Members (Mayor Pro Tem Tejeda)

MOTION(S):

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

I move to adopt Ordinance No. 2886.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2886, increasing compensation for City Council Members effective following the next municipal election.

DISCUSSION:

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

ALTERNATIVES:

The City Council may elect not to adopt this ordinance.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $250

Attachments

Ordinance No. 2886

ORDINANCE NO. 2886

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.02 OF THE REDLANDS MUNICIPAL CODE RELATING TO CITY COUNCIL COMPENSATION

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

Section 1. Chapter 2.02.050 of the Redlands Municipal Code, titled "Compensation; Increase Procedure," is hereby deleted in its entirety, and hereby rewritten to read as follows:

"2.02.050: COMPENSATION; INCREASE PROCEDURE:

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

B. Pursuant to City of Redlands Ordinance No. 2886 adopted in accordance with this Section 2.02.030, and notwithstanding any other provision of this Chapter, the compensation of city council members shall be Fourteen Hundred Dollars ($1,400) per month, commencing with the first full City pay period after January 1, 2023."

Section 2. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **J. 2.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a recommendation by the Citrus Preservation Commission for the replanting of the Lugonia Grove (Assistant City Manager Boatman)

MOTION(S):

If the City Council concurs with the Citrus Preservation Commission's recommendation, the following motions are provided:

1. I move to direct staff to solicit bids for the replanting of the Lugonia Grove.

RECOMMENDATION:

Commission Recommendation

At their regular meeting on October 12, 2021, the Citrus Preservation Commission recommended that the City Council approve the replanting of Lugonia Grove. This would consist of the mastication of the existing grove consisting of approximately 1,420 trees, and the acquisition and replanting with Barnfield Late Navel Orange trees.

Staff Recommendation

Staff recommends that the City Council direct staff to solicit bids for replanting Lugonia Grove.

DISCUSSION:

The Citrus Preservation Commission (Commission) acts as an advisory to the City Council on matters pertaining to policies for the acquisition, improvement, preservation, and retention of citrus properties within the City. As part of its typical duties, the Commission regularly evaluates grove performance and recommends projects to ensure that City groves remain viable. The Lugonia Avenue grove is one that the Commission has been monitoring due to consistent underperformance. Over the past seven years, it has averaged a profit of approximately $645 per acre annually. While the grove is solvent, the production is very low for the acreage and area of town. This is due to a variety of factors including the age of the trees, missing trees, and mismatched varieties. Due to these factors, the Citrus Commission is recommending the grove be replanted.

The proposed replanting of the Lugonia Grove would be undertaken in phases. Upon Council approval of the project, staff would procure the replacement citrus trees, which will become available for planting in approximately 18 to 24 months. Within five months of the delivery date of the new trees, staff will proceed with a request for bids for the work of mastication (mulching in place) of existing trees on site. Due to the site containing sandy soil, the existing trees can be mulched and mixed into the soil to provide nutrients to the new trees throughout their infancy. There will be no need for additional grading or installation of new irrigation, only repairs or augmentation to the existing irrigation. These conditions result in a lower overall cost of the project relative to past grove replanting projects. Once planted, the trees will take approximately five years to establish to the point of harvesting.

The estimated cost for this project is noted in the following table.

Project Component	Estimated Cost
Existing tree removal- $2800 per acre (18 acres)	$50,400
Order of approximately 1,420 trees	$57,000
Replanting of new trees	$75,000
Irrigation repairs/adjustments	$10,000
Maintenance of Grove during a five-year growing period ($15,000 annually)	$60,000
Sub-Total	$252,400
10% Contingency	$25,240
Total Funding Cost	**$277,640**

Should City Council direct staff to move forward with the Commission's recommendation, staff will obtain bids for the purchase of the trees and for the services necessary to plant those trees. The action included in this staff report is only to solicit bids for a potential future project. Once bids are received, staff will prepare a contract for Council consideration with the appropriate environmental analysis.

ALTERNATIVES:

The City Council may choose to not approve the Commission's recommendation to replant the Lugonia Grove.

STRATEGIC PLAN:

Supports Objective A-2: Build Sustainable Enterprise Funds

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 & Community Services

Fiscal Impact

Fiscal Year: FY 2021-22

Appropriation Required Y/N: N

Account No.: 538900

Discussion:

There is no fiscal impact with the approval of the Lugonia Grove Replanting Project. If the Project is approved by City Council, Staff will return to City Council with a purchase order request for the tree purchase and subsequent award of contract for planting. Each request would be funded by the re-allocation of the Nevada Palmetto Grove sale proceeds designated under the Agricultural Open Space Category - Acquisition/Conservation Easements. The remaining balance of the Agricultural Open Space Category - Acquisition/Conservation Easements is approximately $918,633.

"A City That Works"

City Council Meeting **J. 3.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and possible action for the 2022-2023 Community Development Block Grant Program Year beginning on July 1, 2022, and authorize an additional appropriation in the amount of $15,277.79 for the 2021-2022 Community Development Block Grant Program Year (Development Services Director Desatnik)

MOTION(S):

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

1. I move to direct staff to prepare the 2022-2023 Community Development Block Grant Program Cooperating City Recommended Projects Form using the recommendation in this report and submit to the County of San Bernardino, Community Development and Housing Division prior to the February 24, 2022, deadline; and
2. I move to authorize staff to make any necessary minor adjustments to the final awards in the event the 2022-2023 Community Development Block Grant Program Year final allocation is more or less than the planning estimate; and
3. I move to authorize the City Manager to execute the 2022-2023 Community Development Block Grant Sub-recipient Agreements with the public service agencies once the final allocation is released; and
4. I further move to authorize an additional appropriation in the amount of $15,277.79 for the 2021-2022 Community Development Block Grant Program Year.

RECOMMENDATION:

Staff recommends the City Council approve funding the following projects based upon an evaluation and analysis of all the applications received for the 2022-2023 Community Development Block Grant (CDBG) Program Year beginning on July 1, 2022:

No.	Provider	Project/Program	Amount
1	Redlands: Joslyn Senior Center	Auditorium and Lounge Rehabilitation	$225,499
2	Redlands: Senior/Community Center	ADA Parking Lot Improvements	$85,000
3	Family Service Association/Redlands	Housing and Food	$10,955
4	Family Service Association/Moreno Valley	Senior Meals	$10,955
5	YMCA of the East Valley	Legal Aid	$10,955
6	Partners Against Violence	Supportive Services/Victims of Violence	$10,955
7	Boys & Girls Club of Greater Redlands	Youth Homework Assistance	$10,955

Additionally, staff recommends that the additional funds available from prior program years in the amount of $15,277.79 be allocated to the FY 2021-2022 Joslyn Center Rehabilitation Project that is currently pending award of a construction contract.

DISCUSSION:

The County of San Bernardino (County) released the CDBG Notice of Funds Availability (NOFA) to the public on Wednesday, October 20, 2021, for the 2022-23 CDBG Program Year, beginning July 1, 2022. The NOFA solicits applications from eligible non-profit public service agencies (PSA's) as well as applications for other CDBG activities such as capital improvement projects (CIP's) for funding consideration by the City Council.

The County establishes each participating city's annual allocation based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population. The estimated allocation for Redlands for Fiscal Year (FY) 2022-2023 is $365,274 which represents a decrease of approximately 10% from the FY 2021-2022 final award of $404,776. Each year this allocation is an estimate and subject to change dependent upon federal appropriations and then the Department of Housing and Urban Development final allocation to the County's CDBG Program.

A maximum cap of 15%, or $54,791, of the City's overall CDBG allocation of $365,274 is available to fund eligible PSA's in FY 2022-2023. The City Council can elect to award all, some or none of the maximum available funds to qualifying PSA's each program year. The remainder of the allocation, amounting to $310,483, is available to fund eligible CIP's. The County limits the number of allowable projects that Redlands can fund each year to a maximum of nine. Of which, only two can be CIP's with a minimum award of $75,000 per project. While there is no minimum award for PSA projects, administration a CDBG project, which is the responsibility of City staff, can be very time intensive. For this reason, the City Council previously adopted a policy for a minimum award of $7,500.

The City's FY 2022-2023 final funding recommendations will be included in the FY 2022-2023 Annual Action Plan prepared by the County and presented to the County Board of Supervisors during a public hearing to be held in April 2022. Once approved, the FY 2022-2023 Annual Action Plan will be submitted by the County to HUD prior to the May 15, 2022, deadline. Funding would become available to awardees on July 1, 2022 (Attachment A).

In response to this year's NOFA, the City received a total of seven eligible PSA applications totaling $457,600 in funding requests. A listing of all the applications received and a brief description of the proposed CDBG CIP eligible projects is attached to this report (Attachment B).

The PSA Cap set by HUD is limited to 15% of the total allocation to the City which provides for a very limited amount of funding available for eligible PSA projects. Staff is recommending funding five of the seven PSA funding requests at $10,955 each. A comprehensive evaluation and analysis was completed for all PSA applications received. The five PSA's recommended for funding have a history of providing services to the residents of the City and are consistent with previous Council CDBG funding priorities. The recommended PSA's have demonstrated the ability to successfully meet project objectives and perform the administrative obligations of the CDBG program. The completeness and accuracy of the applications were also taken into consideration in developing the funding recommendations (Attachment C).

Two CIP projects were submitted and deemed eligible totaling $455,000 in funding requests. The first is a rehabilitation of the Joslyn Senior Center auditorium and lounge, and the second is a rehabilitation of the handicap parking at the Redlands Senior & Community Services Center. Both of these projects will address compliance with the Americans with Disabilities Act requirements.

ALTERNATIVES:

The City Council may elect alternative funding recommendations within the funding thresholds described in this report. However, electing to not submit the Cooperating City Recommended Projects Form to the County by the February 24, 2022 deadline may result in a loss of the CDBG funding for FY 2022-2023 and could result in a reduction of funding in future years.

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:
Tricia Munoz, Management Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$365,274
Budgeted Y/N:	N
Account No.:	200164

Discussion:

The 2022-23 CDBG Program Year recommendations will be included in the City's FY 2022-2023 Program budget in the 200164 Planning Grants fund during the annual budget process. This will include any adjustments to the final allocations if any are made prior to the adoption of the FY 2022-2023 budget.

The additional appropriation for FY 2021-22 in the amount of $15,227.79 is included as a result of prior years' differences in estimates to actual of annual CDBG program funding that had not been previously included. (Attachment D)

The overall administration of the CDBG program is a general fund expense and is dependent upon the numbers of awards that need to be managed and administered each year.

Attachments

Attachment A - CDBG Funding Form

Attachment B - Eligible Projects

Attachment C - Scoring Matrix

Attachment D - Add'l Appropriation

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

Attachment "A"

2022-2023 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands **City Council Hearing Date [2]:** Tuesday, February 15, 2022

City's 2022-2023 Allocation (3): $365,274 **Public Service Limit (15%) [4]:** $54,791 **Available Unprogrammed Funds From Prior Years [5]:** $15,227.79

CDH Application Log # (6)	Project Title {* indicates project required a "General Fund Guarantee"} (7)	Public Service *Y/N* (8)	Applicant's Requested Amount (9)	City's 2022-2023 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)	Activity Total (13)
REDL22CN-008	Joslyn Senior Center Rehabilitation Project	N	350,000	225,499	-		225,499
REDL22CN-009	Redlands Community/Senior Center ADA Improvements	N	105,000	85,000	-		85,000
REDL22PS-012	Housing and Food Program - FSA of Redlands	Y	27,500	-	-	10,955	-
REDL22PS-015	Food Program - Salvation Army	Y	321,600	-	-	-	-
REDL22PS-025	Senior Meals Program - Family Service Association	Y	10,000	-	-	10,955	-
REDL22PS-039	YMCA Legal Aid	Y	12,000	-	-	10,955	-
REDL22PS-041	Supportive Srvcs for Victims of Violence - Partners Against Violence	Y	20,000	-	-	10,955	-
REDL22PS-045	Youth Homework Assistance Program - Boys & Girls Club	Y	12,000	-	-	10,955	-
REDL22PS-063	Music Changing Lives	Y	54,500	-	-	-	-
REDL-20-1-03A/0184	Joslyn Senior Center Rehabilitation Project	N	-	-	15,227.79	-	15,227.79
			-	-	-		-
		Totals [14]	**$ 912,600**	**$ 310,499.00**	**$ 15,227.79**	**$ 54,775.00**	**$ 325,726.79**

Public Service Calculation [15]:

Public Service Limit: $ 54,791 **Less Total Public Service Activity Amount:** $ 54,775 **Amount Available to Program to Public Service Activities:** $ 16

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]: _____ _____
Signature **Date [18]**

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

San Bernardino County
Department of Community Development and Housing
2022-23 CDBG Project Proposals

Location	Applicant	Application Number	Project Title	Request Amount	Comments	Eligible: Yes / No
Redlands	Chris Boatman, Facilities and Community Services Director 35 Cajon Street, Suite 20 Redlands, CA 92373 cboatman@cityofredlands.org 909-798-7624	REDL22CN-008	Redlands: Joslyn Senior Center Rehabilitation Project	**$ 350,000.00**	Additional Funding for Eligible Construction Project - The Joslyn Senior Center Rehabilitation Project. Approximately 18,000 seniors citizens will benefit from these improvements. The Joslyn Senior Center is owned by the City. Compliance to the Davis-Bacon Federal Wage Rates and other related Acts including Section 3 may increase the cost of construction by as much as 20%.	Yes
Redlands	Chris Boatman, Facilities and Community Services Director 35 Cajon Street, Suite 20 Redlands, CA 92373 cboatman@cityofredlands.org 909-798-7624	REDL22CN-009	Redlands: ADA Improvements to Community Center/Senior Center	**$ 105,000.00**	Eligible Construction - Only the removal of architectural barriers is eligible in order to bring the Community Center and Senior Center into compliance with ADA regulations. Compliance to the Davis-Bacon Federal Wage Rates and other related Acts including Section 3 may increase the cost of construction by as much as 20%. Disability Characteristics estimate - 2,704 - Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.	Yes
Redlands	Kyra Stewart, Executive Director 612 Lawton Street Redlands, CA 92374 kyra@redlandsfamilyservice.org 909-793-2673	REDL22PS-012	Redlands: Housing and Food Program - FSA of Redlands	**$ 27,500.00**	Expanding Eligible Public Service - Family Service Association of Redlands, under contract with the City of Redlands, will provide case management services; emergency food and rental assistance to approximately 151 low-and moderate-income households through their outreach office in Redlands to City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes
Redlands	Captain J. Koebel, Divisional Business Secretary The Salvation Army, A California Corporation P.O. Box 26 Redlands, CA 92373 stevenpinckney@usw.salvationarmy.org 909-792-6868	REDL22PS-015	Redlands: Food Program - Salvation Army	**$ 321,600.00**	Eligible Public Service - The City of Redlands will contract with the Salvation Army to pay direct costs associated with providing food to approximately 1,000 low to moderate income households in the City of Redlands and surrounding areas. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income.	Yes
Redlands	Cheryl-Marie Hansberger, Chief Executive Officer Family Service Association 21250 Box Springs Rd., Ste 212 Moreno Valley, CA 92557 Cheryl.Hansberger@fsaca.org 951-686-1096	REDL22PS-025	Redlands: Senior Meals Program - Family Service Association	**$ 10,000.00**	Expanding Eligible Public Service - Family Service Association (FSA), under contract with the City of Redlands, will provide a senior congregate and mobile meals program to seniors in the City of Redlands and surrounding communities. Curbside pick-up of meals is also offered. FSA expects to serve 277 unduplicated senior citizens throughout the program year. Seniors are a presumed 51% low-to moderate-income population. However, documentation is still required. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding.	Yes
Redlands	Darwin Barnett, Chief Executive Officer YMCA of the East Valley 500 E. Citrus Avenue Redlands, CA 92373 dbarnett@ymcaeastvalley.org 909-798-9622 ext. 7107	REDL22PS-039	Redlands: YMCA Legal Aid	**$ 12,000.00**	Expanding Eligible Public Service - The YMCA of the East Valley, under contract with The City of Redlands, will provide legal services to approximately 806 low-and moderate-income households in the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes

Redlands	Michelle Cates, Executive Director Partners Against Violence 444 N. Arrowhead Ave, Ste. 101 San Bernardino, CA 92401 michelle.c@partnersav.org 909-885-8884	REDL22PS-041	Redlands: Supportive Services for Victims of Violence - Partners Against Violence	**$ 20,000.00**	Expanding Eligible Public Service - Partners Against Violence (PAV), under contract with the City of Redlands, will provide crisis intervention and community prevention education services to 100 unduplicated persons who may be victims of abuse or domestic violence within the City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Battered and abused spouses are a presumed 51% low-to moderate-income population. However, documentation is still required. Also, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes
Redlands	Joy Judes, Development Director Boys & Girls Clubs of Greater Redlands-Riverside 1251 Clay Street Redlands, CA 92374 grants@bgcie.org 909-798-4599	REDL22PS-045	Redlands: Youth Homework Assistance Program - Boys & Girls Club	**$ 12,000.00**	Eligible Public Service - The City of Redlands will contract with Boys and Girls Club of Redlands-Riverside to provide a Youth Homework Assistance Program called the Power Hour provides daily homework help, one-on-one tutoring, and academic mentoring for approximately 130 youth from low-and-moderate-incomehouseholds in the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income.	Yes
Redlands	Josiah Bruny, Chief Executive Officer/ President Music Changing Lives P.O. box 6160 Moreno Valley, CA 92554 951-992-0721	REDL22PS-063	Redlands: Music Changing Lives	**$ 54,500.00**	Eligible Public Service - Music Changing Lives will contract with the City of Redlands to provide music, arts and educational services to approximately 300 youth from low to moderate income households in the City of Redlands and surrounding areas. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. The City will provide a general fund guarantee that any equipment purchased under the CDBG program is used primarily for CDBG eligible programs and if not, then the City will pay back the County with general (non-restrictive) funds.	Yes

FY 2022-23 CDBG - PSA APPLICATION REVIEW CRITERIA AND CONSOLIDATED SCORES

Attachment "C"

Review Criteria	Maximum Point Value	Family Services Association of Redlands Housing and Food Assistance Program	The Salvation Army Food Program	Family Services Association Senior nutrition program at the Redlands Senior Center	YMCA of the East Valley Legal aid services (family law, child support, probate, housing/landlord tenant matters)	Boys & Girls Club Power Hour academic assistance program for middle school students	San Bernardino Sexual Assault Services Supportive services for victims of violence	Music Changing Lives Music Program
Project/Program meets a CDBG National Objective and is eligible.	30.00	30.00	10.00	30.00	30.00	15.00	30.00	5.00
Agency Capacity & Sustainability: Experience with administering Federal, state, and or/private grants.	15.00	15.00	7.00	15.00	15.00	15.00	15.00	5.00
Budget & Leveraging: Program does not soley rely on CDBG funds and alternative funding sources are identified. All other funding sources are identified.	10.00	10.00	5.50	10.00	7.50	5.50	10.00	5.00
Experience & Past Performance:	20.00	20.00	0.00	20.00	20.00	20.00	20.00	0.00
Community Need/Priority: Serves a high need population and has the potential for positive impact in the community.	25.00	25.00	25.00	25.00	21.00	20.00	25.00	6.00
TOTAL SCORE	**100**	**100.00**	**47.50**	**100.00**	**93.50**	**75.50**	**100.00**	**21.00**
Proposed Beneficiaries (Unduplicated and Duplicated):		150/298	1413/12000	277/9000	1250/3150	260/11440	175/1,050	0
								Totals
Funding Requests		$27,500	$321,600	$10,000	$12,000	$12,000	$20,000	$54,500	**$457,600**
Recommended Funding Level		$10,955	$0	$10,955	$10,955	$10,955	$10,955	$0	**$54,775**

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 02/15/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Bldg Construction	200164	8503	F164010	$ 15,227.79
			$	$ 15,227.79

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164010	$ 15,227.79
			$	$ 15,227.79

JUSTIFICATION: Add additional appropriation from prior grant years that was not previously included from prior year annual CDBG estimates and actuals. This amount has been verified by the County of San Bernardino CDBG Program Coordinator. This amount should be allocated to the 2020-21 CDBG Program year for the Joslyn Center Project F164010.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

"A City That Works"

City Council Meeting **J. 4.**

DATE: 02/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Parcel Map No. 20185 to subdivide an 8.8 acre parcel located at 301 W, Palm Avenue at the southeast corner of Alvarado Street and Palm Avenue (APN: 0173-231-05-0000) into four (4) parcels, and a Deferred Improvement Agreement. Applicant: Redlands Palm Investment LLC (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council approve a Deferred Improvement Agreement between the City and Redlands Palm Investment, LLC; and

2. I move that the City Council approve the Final Map for Parcel Map No. 20185.

RECOMMENDATION:

Staff recommends that City Council approve the Final Map and recordation for Parcel Map No. 20185, and approve a Deferred Improvement Agreement between the City and Redlands and Redlands Palm Investment, LLC.

DISCUSSION:

The applicant requests approval of a Final Map for Parcel Map No. 20185. Tentative Parcel Map No. 20185 was approved by City Council on December 7, 2021.

The project meets all conditions of approval from City departments, and the applicant has executed a Deferred Improvement Agreement with the City. The map has been reviewed and approved by the City Engineer and the City

Surveyor, and the map will become final upon approval by the City Council. The Final Map is included as Attachment A.

Parcel Map No. 20185 will subdivide the existing 8.8-acre parcel (APN 0173-231-05-0000) into four (4) separate lots as described below:

> Parcel 1: This parcel will contain the England House and carriage house. This 1.5 acre parcel, located at 301 West Palm Avenue, will have independent access from Palm Avenue. The existing landscaping and structures will be maintained in place.
>
> Parcel 2: This parcel will contain the England cottage. This 0.45 acre parcel, located at 827 Alvarado Street, will have independent access from Alvarado Street. A garage located south of the residence will be demolished.
>
> Parcel 3: This parcel will contain a portion of the existing citrus grove. The 0.82-acre parcel will be located at the corner of Palm Avenue and Alvarado Street, and will serve as an open space area for the proposed Planned Residential Development. The open space area will be owned and maintained by the Homeowner's Association of the future Parcel 4 subdivision.
>
> Parcel 4: This six (6) acre remaining portion of the site will be subdivided into to twenty-eight (28) single-family residential lots by Tentative Tract Map No. 20305-PRD.

A Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program was prepared for the project in accordance with Section 15074 of the California Environmental Quality Act (CEQA) Guidelines, and was adopted by the City Council on December 7, 2021. Approval of the Final Parcel Map is considered a "ministerial project" and is statutorily exempt from CEQA pursuant to Section 15268 of the CEQA Guidelines.

A Deferred Improvement Agreement has been prepared for City Council approval and will defer the improvements required for Parcel Map No. 20185 until Parcel four (4) is developed. This Agreement constitutes a lien against Parcel four (4). The Deferred Improvement Agreement will terminate when the subdivider enters into a Subdivision Improvement Agreement and posts surety to complete the required improvements for this parcel map, as well as additional improvements associated with Tract Map No. 20305, which will subdivide Parcel four (4). The Deferred Improvement Agreement is included as Attachment B.

ALTERNATIVES:

City Council may deny approval of Parcel Map No. 20185 and the Deferred Improvement Agreement.

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
Brian Desatnik, Development Services Director
Goutam Dobey, Engineering Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

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

Discussion:

Approval of Final Tract Map 20244 does not generate revenue.

Attachments

Deferred Improvement Agreement
PM 20185

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk's Office
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Space Above This Line For Recorder's Use Only

CITY OF REDLANDS
DEFERRED IMPROVEMENT AGREEMENT

This Deferred Improvement Agreement ("Agreement") is made this 15th day of February, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Redlands Palm Investment, LLC, a California limited liability company ("Subdivider"). City and Subdivider are sometimes herein individually referred to as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner of property located in the city of Redlands which, on recordation of Parcel Map No. 20185 ("PM 20185"), will be known as Parcel 4 of PM 20185 ("Parcel 4"). Subdivider intends to further subdivide Parcel 4 pursuant to Tentative Tract Map No. 20305, PRD ("Tentative Tract Map") which is discussed in Recital B below. In connection with PM 20185, Subdivider will be obligated to construct certain improvements ("Improvements") required as conditions of approval and as described within conditions number B9, B10, and B13 TPM 20185. For purposes of this Agreement, the term "Subdivider" shall mean the Subdivider executing this Agreement and Subdivider's heirs, successors, executors, administrators and assigns, it being the intent of the Parties that Subdivider's obligations under this Agreement shall run with Parcel 4 and constitute a lien against Parcel 4.

WHEREAS, the Tentative Tract Map has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act and has been approved by the City Council of City. In the future, Subdivider intends to cause final Tract Map No. 20305 ("Final Tract Map") to be recorded in the Official Records of San Bernardino County, California. In connection with the Final Tract Map, Subdivider intends to sign a Subdivision Improvement Agreement and to post surety to complete the Improvements, all pursuant to the Redlands Municipal Code; and

WHEREAS, this Agreement is being recorded against Parcel 4, with the intent of creating an enforceable lien, coupled with the power of sale, as security for the performance by Subdivider of its obligations set forth herein;

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

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

Section 2. Grant of Lien. Subdivider hereby grants City an enforceable lien on Parcel 4, coupled with the power of sale, as security for the performance by Subdivider of its obligations set forth herein. During the term of this Agreement, Subdivider shall not encumber Parcel 4 with financing.

Section 3. Definition and Ownership of Improvements. The Improvements include, but are not limited to, curb and gutter improvements along project frontages on Palm Avenue and Alvarado Street, sidewalk improvements along project frontages on Palm Avenue and Alvarado Street, the undergrounding of overhead utilities along Palm Avenue and all appurtenant facilities associated with the conditions of approval for PM 20185 and which will be shown in profiles and specifications which will be prepared by Subdivider's engineer ("Improvement Plans") and subsequently be approved by City. All Improvements constructed or installed shall become the property of City, without payment therefor, upon acceptance of the Improvements by City.

Section 4. Final Tract Map. In connection with the Final Tract Map, Subdivider intends to enter into a Subdivision Improvement Agreement and to post surety to complete the Improvements as well as additional improvements associated with the Final Tract Map, all pursuant to the Redlands Municipal Code. At that time, this Agreement shall terminate. This Agreement shall also terminate if Subdivider constructs the Improvements prior to entering into a Subdivision Improvement Agreement or prior to Subdivider posting surety to complete the Improvements. In each such case, City shall take such steps and sign such documents in recordable form as may be required to confirm the termination of this Agreement. If Subdivider abandons the Tentative Tract map and/or the Final Tract map, or if Subdivider fails to enter into a Subdivision Improvement Agreement or post surety to complete the Improvements prior to doing so and the Final tract Map expires, then Subdivider shall be obligated to complete the Improvements as listed in the conditions of approval for parcel map 20185 and the performance by Subdivider of such obligations shall continue to be secured by the lien on Parcel 4.

Section 5. Warranty. Subdivider shall guarantee and 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 agrees to pay the cost of such work by City. Should 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.

Section 6. Sale or Disposition of Parcel 4. Upon the original Subdivider's sale or other disposition of Parcel 4, the original Subdivider shall be released from its obligations under this Agreement and shall be entitled to a release or reduction, as the case may be, of the securities required by this Agreement, and the purchaser of Parcel 4, as the successor Subdivider, shall be obligated to perform all of Subdivider's obligations hereunder. However, nothing in this Section, shall relieve the original Subdivider of its obligations under this Agreement for any work done by the original Subdivider prior to such sale or disposition.

Section 7. Time for Commencement of Work; Time Extensions. In the event that the Final Tract Map has not been recorded by its expiration, including any granted extensions ("Map Deadline"), on good cause shown as determined by the City Engineer, the time for commencement of construction or completion of the Improvements hereunder may be extended. The extension shall be approved in writing by the City Engineer. Any such extension may be granted without notice to any person other than Subdivider and shall not affect the validity of this Agreement. The City Engineer 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 which furthermore was not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. In the event that the Final Tract Map is not approved by the City Engineer and recorded by the Map Deadline and expires, then all conditions of approval of the Tentative Tract Map and all identical conditions of approval of PM 20185, shall expire and be of no further force or effect whatsoever. However, in that event, Subdivider shall be obligated to complete the Improvements as listed the Conditions of Approval for PM 20185 and the performance by Subdivider of such obligations shall continue to be secured by the lien on Parcel 4.

Section 8. 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 code.

Section 9. Notices. All notices required under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change is filed with City.

Notice to City: Municipal Utilities and Engineering/Director/City Engineer
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Notice to Subdivider: Diversified Pacific Communities, LLC
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

Section 10. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless to do so would deprive a Party of a material benefit of its bargain for entering into this Agreement.

Section 11. 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 provision of this Agreement.

Section 12. Attorneys' Fees and Costs. In the event any action is commenced to enforce the terms of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

Section 13. Liability.

A. Indemnity. Subdivider hereby warrants that all work will be performed in a workmanlike manner. Subdivider agrees to indemnified, defend, release, and hold harmless City, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising out of Subdivider's or its employees, agents or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties.

B. That aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid obligations referred to in this Section 13, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties.

C. Design Defect. If, in the opinion of City, a design defect in the work of the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of City, may substantially impair the public health and safety, Subdivider shall, upon order by City, correct or cause the correction of such design defect at its cost and expense.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. Any amendment of this Agreement shall be in writing and signed by the Parties.

Section 15. Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 16. Assignment. Subdivider shall not be entitled to assign its obligations under this Agreement, without the express prior written consent of City, except in connection with the sale or disposition of Parcel 4 as provided in Section 4 hereof.

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

SUBDIVIDER

REDLANDS PALM INVESTMENT, LLC,
a California limited liability company

By: Diversified Pacific Development Group, LLC,
Its: Manager

By: _____
Name: Matthew A. Jordan
Title: Co-Managing Member

CITY

CITY OF REDLANDS,
a municipal corporation

By: _____
Paul T. Barich, Mayor

Attest: _____
Jeanne Donaldson, City Clerk

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino)

On February 4, 2022 before me, Simone Basso, Notary Public
(insert name and title of the officer)

personally appeared Matthew A. Jordan,
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.

SIMONE BASSO
Notary Public - California
San Bernardino County
Commission # 2333315
My Comm. Expires Oct 9, 2024

Signature _____ **(Seal)**

PARCEL MAP NO. 20185

LOT 7, BLOCK "K", ACCORDING TO MAP OF ADDITION NO. 7 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, PAGE 8 OF MAPS, RECORDS OF SAID COUNTY.

HICKS AND HARTWICK, INC. — ENGINEERS – SURVEYORS

JUNE 2020

GROSS AREA = 9.99 AC
NET AREA = 8.81 AC
NUMBER OF PARCEL = 4

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 PARCEL MAP.

WE HEREBY DEDICATE TO THE CITY OF REDLANDS AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, PALM AVENUE AND ALVARADO STREET AS SHOWN ON THIS PARCEL MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, THE 5' WIDE PRIVATE ACCESS, DRAINAGE AND UTILITY EASEMENT FOR THE USE AND SOLE BENEFIT OF PARCEL 2 AS SHOWN HEREON.

REDLANDS PALM INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
Its: Manager

BY: MATTHEW A. JORDAN
TITLE: CO-MANAGING MEMBER

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL 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: _____ 2/8/2022
GOUTAM K. DOBEY, ENGINEERING MANAGER – R.C.E. NO. 75646 DATE

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

I AM ~~STATISFIED~~ SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT
RICHARD FURLONG, CONTRACT SURVEYOR – L.S. 8422 2-8-22 DATE

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

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON _____ 20__, APPROVED THIS MAP AND ACCEPTED THE EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, PALM AVENUE AND ALVARADO STREET, SHOWN ON THIS PARCEL MAP.

DATE: _____

JEANNE DONALDSON
CITY CLERK, CITY OF REDLANDS

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 TWO (2) 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 REDLANDS PALM INVESTMENT, LLC, IN JUNE, 2020. I HEREBY STATE THAT THIS PARCEL 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 PARCEL MAP IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 02-08-2022

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

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

NOTARY ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON February 8, 2022 BEFORE ME, Simone Basso, Notary Public PERSONALLY APPEARED, Matthew A. Jordan

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:

SIGNATURE _____ MY COMMISSION EXPIRES: Oct. 9, 2024

PRINTED NAME Simone Basso

MY COMMISSION NO. 2333315 MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.

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 RECORDER 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.

REDLANDS WATER COMPANY, THE HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DISCLOSED BY DOCUMENT RECORDED FEBRUARY 24, 1882 IN BOOK 28 OF DEEDS, PAGE 233 AND MARCH 7, 1882 IN BOOK 29 OF DEEDS, PAGE 65, BOTH OFFICIAL RECORDS OF SAN BERNARDINO COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

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

BOB DUTTON
ASSESSOR-RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

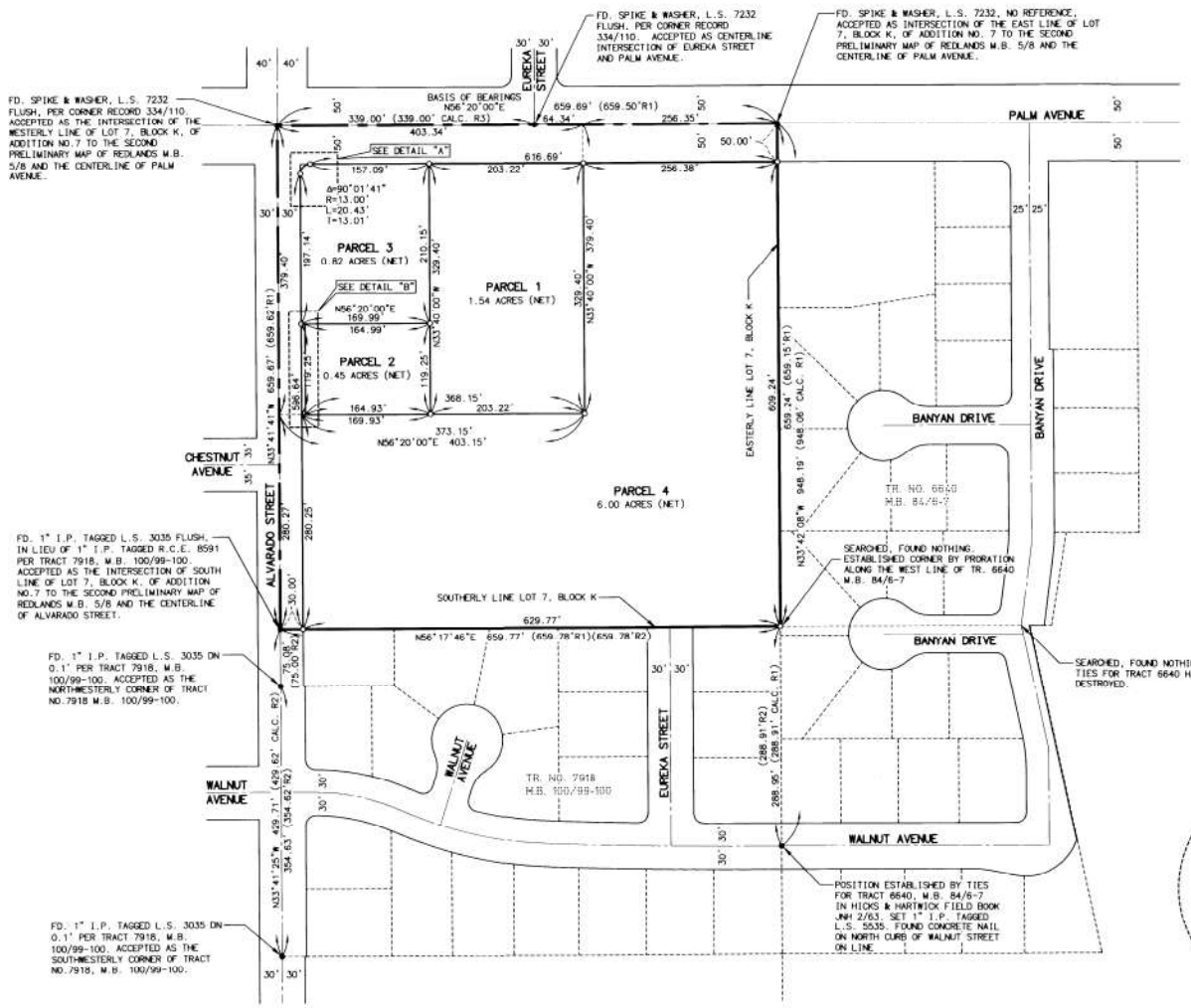
PARCEL MAP NO. 20185

LOT 7, BLOCK "K", ACCORDING TO MAP OF ADDITION NO. 7 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, PAGE 8 OF MAPS, RECORDS OF SAID COUNTY.

GROSS AREA = 9.99 AC
NET AREA = 8.81 AC
NUMBER OF PARCEL = 4

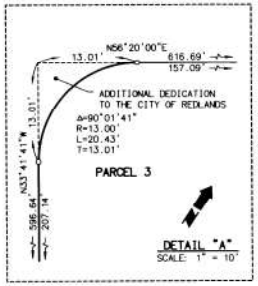
HICKS AND HARTWICK, INC. — ENGINEERS - SURVEYORS

JUNE 2020



SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM THE CENTERLINE OF PALM AVENUE SHOWN AS N56°20'00"E ON TRACT NO. 6640, M.B. 84/6-7
2. ● DENOTES FOUND MONUMENT AS SHOWN.
3. ○ DENOTES SET 1" IRON PIPE TAGGED L.S. 5535 FLUSH WITH GROUND. SET STREET CENTER LINE MONUMENTS 1/4" BELOW FINISHED PAVEMENT SURFACE, OR NAIL AND TAG L.S. 5535 IN CONCRETE.
4. (R1) DENOTES RECORD DATA PER TRACT NO. 6640, M.B. 84/6-7
   (R2) DENOTES RECORD DATA PER TRACT NO. 7918, M.B. 100/99-100
   (R3) DENOTES RECORD DATA PER TRACT NO. 5439, M.B. 67/51



SCALE: 1"= 100'

LINE DATA		
LINE	BEARING	DISTANCE
L1	N56°20'00"E	5.00'

