CITY OF REDLANDS

CITY COUNCIL

A G E N D A

October 20, 2026

MARIO SAUCEDO
Mayor
District 3

MARC SHAW
Mayor Pro Tempore
District 4

PAUL BARICH
Council Member
District 5

EDDIE TEJEDA
Council Member
District 2

DENISE DAVIS
Council Member
District 1

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Suite 2, 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, Suite 2, Redlands, California, on:

Tuesday, October 20, 2026

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 896 2789 8341,** 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 896 2789 8341**

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

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

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

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

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

5:00 PM

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 legal counsel: Existing Litigation - Government Code § 54956.9(d)(1)
   (City Attorney Abich Garcia)
   One Case:

   a. Coyote Aviation, Inc. v. City of Redlands, et al. San Bernardino Superior Court Case No. CIVSB2418252

2. Conference with legal counsel - anticipated litigation pursuant to California Government Code Section 54956.9 (d)(2) and (d)(3) in two matters
   (Human Resources/Risk Management Director King)
   Two Cases:

   a. Monica Kalapaca adv. City of Redlands, Worker's Compensation Claim No. 21-153160
   b. Armando Loera adv. City of Redlands, Worker's Compensation Claim No. 23-170839

D. Reconvene City Council Meeting at 6:00 p.m.

E. Invocation by Council Member Barich - Pledge of Allegiance by Boy Scouts of America: Troop 44

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

F. Closed Session Report

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

G. Presentations

1. Presentation of the League of Women Voters Youth Civic Education Proclamation presented to Elena G. Guerra-Camacho, Chair of Youth Civic Engagement Committee; Kathryn Ervin, President of the LWV San Bernardino Area; and Lupe Camacho, LWV San Bernardino Area Voter Services Chair/YCEC Advisor
   (Council Member Davis)

H. Public Comment - City Council

I. Consent Calendar

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

1. Approve minutes of the regular meeting of October 6, 2026
   (City Clerk Donaldson)

2. Approve minutes of the special meeting of October 6, 2026
   (City Clerk Donaldson)

3. Authorize issuance of a proclamation declaring October 25-31, 2026 Childhood Lead Poisoning Prevention Week
   (Mayor Saucedo)

4. Authorize issuance of a proclamation for the League of Women Voters Youth Civic Education Collaboration
   (Council Member Davis)

5. Approve the recommendation for the appointment of Jennifer Aguirre to serve the remainder of a three-year term on the Library Board effective November 1, 2026 through January 1, 2027
   (Mayor Saucedo)

6. Approve recommendations for the appointments of Penny McElroy and Alejandro Gutierrez Chavez to the Cultural Arts Commission
   (Council Member Davis)

7. Adopt Ordinance No. 3002 amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, allow existing warehouses to remain as permitted or conditionally permitted uses; and amend Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers
   (Development Services Director Reilly)

8. Acceptance of a California Office of Historic Preservation (OHP) 2025-2026 Certified Local Government Grant in the amount of $10,500 and approve an additional appropriation in the same amount to assist in preparation of a citywide Historical Reconnaissance Survey, and authorizing the City Manager, or designee, to execute the grant agreement, and all other related documents
   (Development Services Director Reilly)

9. Approve the 2026 and 2027 CAL FIRE Fire Center - Project Request and Record forms and Cooperative Agreement/License with the California Department of Forestry and Fire Protection (CAL FIRE) for conservation, fuels management, and hazard reduction projects; and authorize the Fire Chief or designee to execute subsequent project documentation
   (Fire Chief Sessler)

10. Approve the side letter agreement between the City of Redlands and the Redlands Association of Fire Management Employees (RAFME) amending Article 5 of the RAFME Memorandum of Understanding pertaining to the Salary Range Restructure
    (Human Resources/Risk Management Director King)

11. Approve the Side Letter Agreement between the City of Redlands and the Redlands Association of Management Employees pertaining to Executive Leave
(Human Resources/Risk Management Director King)

12. Approve a Sole Source Professional Services Agreement with Active Network, LLC for Recreation Management Software and Payment Processing Services for an initial term of three years with Estimated Annual Software Service Costs of $38,580, Plus Applicable Transaction Fees
(Facilities and Community Services Director Crocker)

13. Approve the use of city resources and an in-kind request in the amount of $21,207.00 related to the Veterans Day Parade event held on Wednesday, November 11, 2026, hosted by Redlands Hometown Heroes Foundation; approve various temporary street closures; approve the consumption and sale of alcoholic beverages and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

14. Approve the use of city resources and an in-kind request in the amount of $58,862.00 related to the Redlands Christmas Parade event held on Saturday, December 5th, 2026, hosted by the Kiwanis Club of Redlands; approve various temporary street closures and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

J. Communications

1. Conference Report - 2026 Mobility 21 Summit
(Mayor Saucedo)

K. New Business

1. Consideration of two Construction Agreements with B.F. Steel, Inc. and Southern California West Coast Electric, Inc. for the Redlands Police Department Building (Phase III) for a total amount not to exceed $2,094,884; an additional appropriation in the amount of the same to the Safety Hall/Police Building Replacement Fund (406) and transfer of the same from Other Funds (311) allocating a portion of the 2026 Certificates of Participation (COP) bond proceeds to fund these Construction Agreements; and determine that approval is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's Guidelines implementing the California Environmental Quality Act
(Assistant City Manager Garcia)

2. Consideration of a Public Works Contract with Maxwell Asphalt, Inc., for the Taxiway Alpha and Apron Pavement Treatment Project, and approve an additional appropriation in the amount not to exceed $658,048, and determination that the project is categorically exempt from environmental review pursuant to Section 15301 of the State’s Guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

3. Discussion and possible action regarding the future location of the Downtown Morning Market for third-party operation

(Facilities and Community Services Director Crocker)

L. Individual Council Member Announcements and/or Reports on Activities

(No collective discussion or action.)

M. Adjournment

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 meeting.

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-broadcast at 7:00 P.M. The following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday, and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org

Date Posted: October 15, 2026

City Council **AGENDA ITEM NO. I1.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of October 6, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 6, 2026.

Attachments

City-Council-10-6-2026-minutesdraft

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Tuesday, October 6, 2026 at 5:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Danielle Garcia, Assistant City Manager; Kurt O. Wilson, Assistant City Manager; Carl Baker, Public Information Officer; Rich Sessler, Fire Chief; Jeremy Floyd, Deputy Police Chief; Tabitha Crocker, Facilities and Community Services Director; Sean Reilly, Development Services Director; Monica Heredia, Municipal Utilities and Engineering Director; Gina King, Human Resources/Risk Management Director; James Garland, Finance Director

A. Call City Council Meeting to Order

B. Public Comment

There was no public comment.

C. Recess City Council Meeting to a Closed Session

1. Performance Evaluations of Public Employees – Government Code § 54957(b)(1)

   Positions: City Manager and City Attorney

2. Conference with Labor Negotiator - Government Code § 54957.6
   Agency Negotiators: Mayor Saucedo and Mayor Pro Tem Shaw
   Unrepresented Employees: City Manager and City Attorney

3. Conference with real property negotiators - Government Code § 54956.8
   (Tabitha Crocker, Facilities and Community Services Director)
   Property: APN 0171-089-13-0000
   Agency Negotiators: Charles M. Duggan, Jr., City Manager; Tabitha Crocker, Facilities and Community Services Director
   Negotiating Party: Zachary D. Smith
   Under Negotiation: Price and terms of payment for possible purchase of property

D. Reconvene City Council Meeting at 6:00 p.m.

Mayor Saucedo reconvened the meeting at 6:22 p.m.

E. Invocation by Council Member Davis - Pledge of Allegiance by Arroyo Verde Elementary School

F. Closed Session Report

City Attorney Garcia announced there was no reportable action taken in Closed Session.

G. Presentations

1. Redlands Pet Adoption

There was no presentation by the Redlands Animal Shelter.

2. Presentation of the Hindu Heritage Month Proclamation presented to Roop Kishor Goyal

Mayor Saucedo presented the Proclamation to Roop Kishor Goyal in celebration of Hindu Heritage Month.

H. Public Comment - City Council

Measure Y - Dr. Kevin Horan, of San Bernardino Community College District, explained that Measure Y is on the November 3, 2026 ballot, and if approved, would enact a local education bond for job training facilities that train skilled tradespeople, firefighters, nurses and others, at a price families can afford.

Residential Burglaries - Dr. Kamal Kejriwal, Roop Goyal, and Meenakshi Tyay each recounted the unsettling details of their separate home invasions. Having suffered significant losses, they called on the City to prioritize preventive measures for community safety.

RAIC Thanksgiving Celebration - Kawa Shwaish announced the community-wide Thanksgiving celebration hosted by the Redlands Area Interfaith Council is scheduled for Sunday, November 15th at 4:00 pm at First Lutheran Church on Cypress Avenue.

RAHS Event - Andy Hoder invited everyone to attend the Second Annual Heritage Club Fair on Saturday, October 10th, hosted by the Redlands Area Historical Society and held at the Contemporary Club.

I. Consent Calendar

1. Approval of minutes of the regular meeting of September 15, 2026

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of September 15, 2026.

Vote: 5-0 Passed

2. Approval of minutes of the special meeting of September 21, 2026

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the special meeting of September 21, 2026.

Vote: 5-0 Passed

3. Authorize the issuance of a Proclamation declaring the month of October 2026 Hindu Heritage Month in the City of Redlands

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, the issuance of a proclamation declaring the month of October 2026 Hindu Heritage Month in the City of Redlands.

Vote: 5-0 Passed

4. Approve an Intergovernmental Purchase of Palo Alto Networks Firewall Software Support for One Year from Sidepath, Inc. in the amount of $100,100

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, an intergovernmental purchase of Palo Alto Networks Firewall Software Support for one year from Sidepath, Inc. in the amount of $100,100.

Vote: 5-0 Passed

5. Approve an Assignment of Trademark and Domain Name with the Redlands Historical Museum Association and determine that approval is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Assignment of Trademark and Domain Name with the Redlands Historical Museum Association; authorized the Mayor to execute the agreement; and determined that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Vote: 5-0 Passed

6. Authorize the Annual Maintenance Payment to Motorola Solutions, Inc. in the amount of $126,956 for the Police Department's Spillman Computer Aided Dispatch/Records Management System

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, payment of the annual invoice for the Police Department's Spillman Computer Aided Dispatch/Records Management System to Motorola Solutions, Inc. in the amount of $126,956.

Vote: 5-0 Passed

7. Approve an Intergovernmental Purchase of Dell Computers and Accessories for a Citywide Computer Refresh in the amount of $130,206

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the intergovernmental purchase of Dell computers and accessories for a citywide computer refresh in the amount of $130,206.

Vote: 5-0 Passed

8. Approve Final Map for Tract No. 20402 prepared and submitted by TH Canyon Ranch Loma Linda LLC located at the northeast corner of Nevada Street and San Timoteo Canyon Road and approximately 400 feet south of Bermudez Street

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Final Map for Tract No. 20402 prepared and submitted by TH Canyon Ranch Loma Linda LLC located at the northeast corner of Nevada Street and San Timoteo Canyon Road and approximately 400 feet south of Bermudez Street.

Vote: 5-0 Passed

9. Approve an Agreement with TH Canyon Ranch Loma Linda, LLC regarding operation and maintenance of a private lift station and force main serving Tract No. 20402 in San Timoteo Canyon and determine that the approval of the proposed agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the proposed agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved the agreement with TH Canyon Ranch Loma Linda LLC for the operation and maintenance of a private lift station and force main serving Tract No. 20402 in San Timoteo Canyon.

Vote: 5-0 Passed

10. Adopt Resolution No. 8827 adopting the 2026 City of Redlands Emergency Operations Plan

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution No. 8827 adopting the updated City of Redlands Emergency Operations Plan and rescinding Resolution No. 6888.

Vote: 5-0 Passed

11. Approve the side letter agreement between the City of Redlands and Redlands Police Officers Association (RPOA), which amends and modifies Article 8 of the RPOA Memorandum of Understanding (MOU) pertaining to Field Training Officer Sergeant Incentive Pay

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the side letter agreement between the City of Redlands and Redlands Police Officer Association (RPOA), which amends and modifies Article 8 of the Redlands Police Officer Association Memorandum of Understanding pertaining to the Field Training Officer Sergeant Incentive Pay.

Vote: 5-0 Passed

12. Approve a Fourth Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project extending the completion time to December 31, 2028

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Fourth Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project, extending the completion date to December 31, 2028.

Vote: 5-0 Passed

13. Approve a Professional Services Agreement with Biggs Cardosa Associates, Inc. for conceptual engineering design of the Citrus Avenue and Redlands High School Crossing Project for an amount not to exceed $216,482; approve a Cooperative Agreement with Redlands Unified School District; re-designate a portion of the current $1,500,000 budgeted in the Arterial Street Fund 252 to the Local Transportation Fund 209 and Measure I Fund 210; and determine that approval of these agreements is not subject to environmental review under Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of these Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; approved a Professional Services Agreement with Biggs Cardosa Associates, Inc. for conceptual engineering design services for the Citrus Avenue and Redlands High School Crossing Project in an amount not to exceed $216,482; approved a Cooperative Agreement with the Redlands Unified School District; and re-designated a portion of the current $1,500,000 budgeted in the Arterial Street Fund 252 to the Local Transportation Fund 209 and Measure I Fund 210.

Vote: 5-0 Passed

14. Approve the Interlocal Agreement between the Town of Apple Valley and the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, Yucaipa and San Bernardino County for the 2025 Justice Assistance Grant Award and approve an additional appropriation of $16,248 to the Redlands Police Department

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Interlocal Agreement between the Town of Apple Valley and the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, Yucaipa and San Bernardino County for the 2025 Justice Assistance Grant Award; and approved an additional appropriation of $16,248 to the Redlands Police Department.

Vote: 5-0 Passed

15. Approve the use of City resources and an in-kind request in the amount of $5,798.32 related to A Holiday Evening with Phat Cat Swinger event held on Friday, December 4, 2026, hosted by Redlands Bowl Performing Arts; approve various temporary street closures; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; approved in-kind support in the amount of $5,798.32, and the temporary street closures related to A Holiday Evening with Phat Cat Swinger event to be held on Friday, December 4, 2026.

Vote: 5-0 Passed

16. Approve the use of City resources and an in-kind request in the amount of $17,922.00 related to the Redlands Turkey Trot event held on Thursday, November 26, 2026, hosted by Phoenix Hope International; approve various temporary street closures; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and approved in-kind support in the amount of $17,922.00, and the temporary street closures related to the Redlands Turkey Trot event to be held on Thursday, November 26, 2026.

Vote: 5-0 Passed

17. Authorize the sale and consumption of alcoholic beverages and temporary street closures related to the REVEL Big Bear Marathon event held on Saturday, November 7, 2026, by the Brooksee Foundation and determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event activities is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and authorized the sale and consumption of alcoholic beverages and the temporary closure of streets for the Brooksee Foundation’s REVEL Big Bear Marathon event to be held on Saturday, November 7, 2026.

Vote: 5-0 Passed

18. Adopt Resolution No. 8835, Rescinding Resolution No. 8809, Reaffirming the levying of special taxes within the City of Redlands Community Facilities District No. 2004-1, and directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to place the City of Redlands Community Facilities District No. 2004-1 Special Taxes on the Fiscal Year 2026-2027 Tax Roll

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8835 rescinding Resolution No. 8809 and reaffirming the levying of special taxes

within the City of Redlands Community Facilities District No. 2004-1 and directing the San Bernardino County Auditor/Controller/ Treasurer/Tax Collector to place the City of Redlands Community Facilities District No. 2004-1 special taxes on the Fiscal Year 2026-27 Tax Roll.

Vote: 5-0 Passed

J. Communications

1. Conference Report- 2026 League of California Cities Annual Conference and Expo

Mayor Saucedo, Mayor Pro Tem Shaw and Council Member Davis each reported on their attendance at the League of California Cities Annual Conference and Expo held September 23-25, 2026 in Anaheim. They were pleased to participate in the event and enjoyed meeting with a variety of colleagues from across the state. They showcased several sessions that were interesting and informative.

2. Adopt Resolution No. 8834 supporting Proposition 1, the Veterans and Affordable Housing Bond Act of 2026, which authorizes $11.25 billion in state general obligation bonds to fund several housing affordability programs

Mayor Saucedo recommended the City Council support Resolution No. 8834, backing Proposition 1, the Veterans and Affordable Housing Bond Act of 2026, which authorizes $11.25 billion in state general obligation bonds to fund several housing affordability programs. The Veterans and Affordable Housing Bond Act of 2026 is a measure placed on the November 3, 2026 ballot by the Legislature that would replenish existing housing programs for the development, preservation, and rehabilitation of affordable housing projects. The measure would provide funding to support the development of youth and veteran housing and promote home ownership in California.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8834 supporting Proposition 1, the Veterans and Affordable Housing Bond Act of 2026, which authorizes $11.25 billion in state general obligation bonds to fund several housing affordability programs.

Vote: 5-0 Passed

3. Discussion and possible action to approve Resolution No. 8837 amending the procedures and guidelines for reviewing applications to fill vacancies on the Planning Commission and rescinding Resolution No. 8674

Mayor Pro Tem Shaw opened the discussion to consider Resolution No. 8837 amending the procedures and guidelines for reviewing applications to fill vacancies on the Planning Commission. On April 15, 2025, the City Council adopted Resolution No. 8674 establishing procedures and guidelines for reviewing applications to fill vacancies on the Planning Commission, which provided for the formation of a two-member City Council ad hoc subcommittee to review applications and make recommendations to the City Council.

Resolution No. 8674 currently requires the ad hoc subcommittee to interview all finalists prior to making its recommendations. The proposed Resolution would amend this requirement to make finalist interviews optional, however, Mayor Pro Tem Shaw requested the Council consider revising Section II.5 of Resolution No. 8837, to include the following language: Ad hoc subcommittee members shall personally interview all finalists prior to making its recommendations to the City Council, unless waived by the Mayor for good cause. All other procedures and guidelines of the proposed resolution remain unchanged.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8837, as amended, revising Section II.5 to include the following language: Ad hoc subcommittee members shall personally interview all finalists prior to making its recommendations to the City Council, unless waived by the Mayor for good cause. Resolution No. 8837 amends the procedures and guidelines for reviewing applications to fill vacancies on the Planning Commission and rescinds Resolution No. 8674.

Vote: 5-0 Passed

4. Discussion and possible action relating to the formation of, and appointments to, an Ad Hoc Committee of the City Council to review applications for vacancies of the Planning Commission

Mayor Saucedo explained that filling a vacancy on the Planning Commission requires the Mayor to appoint an ad-hoc committee at a regularly scheduled City Council meeting. The committee consists of two Council members and reviews all complete applications that are received prior to the published date and time deadline for a commission vacancy.

The ad hoc committee reports its findings and recommendations to the City Council in a regular public meeting and will not be subject to the Brown Act as it will be limited in scope and duration. Once the City Council reviews the work of the committee and the matter is finalized, the ad hoc committee will automatically dissolve.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, the formation of an Ad Hoc Committee of the City Council to review all applications from the Planning Commission candidates; and appointed Mayor Saucedo and Mayor Pro Tem Shaw to the Ad Hoc Committee.

Vote: 5-0 Passed

K. Public Hearings

1. CONTINUED PUBLIC HEARING to consider Ordinance Text Amendment No. 372 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses; consideration of a proposed amendment to Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add new Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers; and consideration of Resolution No. 8793 to amend the commercial and industrial Specific Plans of the City of Redlands to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses. The proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines

Mayor Saucedo declared the continued public hearing open and called on Development Services Director Reilly for an overview and timeline of Ordinance Text Amendment No. 372 to the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities. On September 1, 2026, the City Council considered the proposed amendment and received public comment. Council members discussed matters such as the maximum building height currently allowable in commercial and industrial zoning districts, potentially allowing modifications for warehouses to increase building height up to the maximum that is generally allowable within an applicable zone, and that any proposal to increase building height should be required to demonstrate that there will be a net environmental benefit, such as improved energy efficiency. The Council agreed to continue the public hearing and directed staff to add language to the draft ordinance.

City Planner Brian Foote detailed Ordinance No. 3002 to amend Title 18 of the Redlands Municipal Code and Resolution No. 8793 to amend the commercial and industrial specific plans of the City to prohibit new warehouses and logistics distribution facilities. The City's existing warehouse ordinance currently includes language that requires improvements and energy efficiencies to be incorporated into redevelopment projects to the extent feasible. Following the discussion by Council on September 1, 2026, the following changes have been made to the proposed draft ordinance:

- The provision limiting any increase in building height to 15% above the existing height has been changed to allow for an increase up to the maximum building height that is generally applicable within the zone. Additional language is included to state that the maximum shall be 50 feet for warehouses if the zoning development standards do not specify a maximum building height.
- Proposed new Section 18.156.970(C) has been updated to include a provision requiring an applicant to prepare and submit an energy audit analysis in conjunction with a development application (e.g., Conditional Use Permit). This would quantify the existing and proposed energy use and related efficiencies. It is expected that the reconstructed

facility will improve (reduce) its energy consumption and reduce the stationary source environmental effects (e.g., greenhouse gases, air quality, etc.).

As public comment, Germaine Miles was disappointed that the revised ordinance still provided warehouse owners with the option to add additional truck docks, and she stated that more docks would mean more trucks, which means more air pollution. Michael Paisner suggested that developers do not prioritize the community's best interests, and the City should demand they adhere to the existing rules. Bill Blankenship was encouraged that the proposed ordinance does allow businesses to grow and modernize and not become old and outdated. John James recommended the Council remove the requirement for an applicant to submit an economic feasibility report or market analysis, as it establishes no threshold or methodology, and does not specify who would determine whether the report was adequate. One written comment, from John James, requested the Council deny Section 18.156.970 as drafted or remove Subsection (C)(1)(e)(iii), and direct staff to return with objective, measurable criteria for modernization requests.

With no further comments, Mayor Saucedo closed the public hearing. Council Member discussions focused on several items such as truck docks, warehouse modernization, Title 24 California Building Standards Code, LEED Standards, and the new provisions of Section 18.156.970(C), and in particular, (C)(1)(e)(iii), requiring an economic feasibility report or market analysis prepared by a qualified economist, justifying the need to increase the building height and/or increase the number of truck docks. Council Members Barich and Davis opposed allowing more truck docks.

Through dialogue and negotiation, a consensus was reached to deny additional truck docks and to remove the requirement of an economic feasibility report. City Attorney Garcia clarified that the proposed ordinance may be introduced tonight in amended form, provided that all revisions or deletions are clearly stated on the record.

A brief recess was called at 7:56 to allow time for staff to make the agreed upon revisions to the ordinance. The meeting reconvened at 8:08 p.m.

Development Services Director Reilly read the changes aloud.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council introduced, by roll call vote, Ordinance No. 3002, as amended, and found that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and approved Resolution No. 8793 and found that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines.

Vote: 5-0 Passed

L. New Business

1. Approve the First Amendment to the Public Works Contract with B-81 Paving Inc. for On-Call Pavement Repair Services for Water Utilities to increase the not to exceed amount from $600,000 to $900,000

Municipal Utilities and Engineering Director Heredia reviewed the First Amendment to the Public Works Contract with B-81 Paving Inc. for On-Call Pavement Repair Services for Water Utilities to increase the not to exceed amount from $600,000 to $900,000. On July 21, 2026, the City Council approved a Public Works Contract with B-81 Paving, Inc., in an amount not to exceed $600,000 to provide permanent pavement restoration associated with water utility repairs throughout the City. Since the Contract was awarded, the Water Division has experienced an increased volume of water main and associated infrastructure repairs throughout the City's water service area, resulting in additional pavement restoration requirements beyond the level initially anticipated.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tem Marc Shaw, the City Council approved, by roll call vote, the First Amendment to the Public Works Contract with B-81 Paving, Inc., for On-Call Pavement Repair Services for Water Utilities to increase the not to exceed amount of $600,000 to $900,000.

Vote: 5-0 Passed

2. Consideration of an agreement with Three Peaks Corp. for the crushing of concrete stockpile for a three-year term in a total amount not to exceed $300,000 and determination that the project is exempt from environmental review pursuant to Section 15301 of the State's Guidelines implementing the California Environmental Quality Act

Facilities and Community Services Department Director Crocker presented the agreement with Three Peaks Corp. for the crushing of concrete stockpile at the California Street Landfill for a three-year term in a total amount not to exceed $300,000. Actual work will be ordered on an as-needed basis depending upon the quantity of accumulated material during the three-year contract term. Accordingly, the proposed agreement establishes a total not to exceed amount of $300,000 to accommodate the City's anticipated as-needed crushing services over the three-year term.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council determined, by roll call vote, that approval of the agreement with Three Peaks Corp. for crushing of concrete stockpile at the California Street Landfill is categorically exempt from environmental review pursuant to Section 15301 of the state's Guidelines implementing the California Environmental Quality Act; and approved the agreement with Three Peaks Corp. for crushing of concrete stockpile at the California Street Landfill for a three-year term in a total amount not to exceed $300,000.

Vote: 5-0 Passed

3. Consideration of a Purchase and Sales Agreement with Zachary D. Smith, an individual, for the property located at 21 N. Church Street (Assessor Parcel Number 0171-089-13-0000), and determine that the approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

Facilities and Community Services Department Director Crocker summarized a Purchase and Sales Agreement with Zachary D. Smith, an individual, for the property located at 21 N. Church Street. On October 21, 2025 the City Council approved Resolution No. 8728 declaring the subject property as surplus land. The City received an unsolicited letter offering to purchase the subject property. The proposed buyer, Zachary D. Smith, stated an intent to relocate a home located at 616 E. State Street onto the N. Church Street property. Currently, the property located at 616 E. State Street has several code violations and is slated for demolition.

Prior to the acquisition or sale of real property by a local agency, Government Code Section 65402 requires that such acquisition or sale be submitted to the Planning Commission for an evaluation as to its conformity with the General Plan, and on March 10, 2026, the Planning Commission found that the sale would be in conformance with the General Plan. The Purchase and Sale Agreement includes a purchase price for the property of $50,000, which is consistent with the appraised value as stated in the appraisal report.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tem Marc Shaw, the City Council determined, by roll call vote, that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act; and approved the Purchase and Sale Agreement with Zachary D. Smith, an individual, for the property located at 21 N. Church Street (Assessor Parcel Number 0171-089-13-0000), for a purchase price in the amount of $50,000.

Vote: 5-0 Passed

M. Individual Council Member Announcements and/or Reports on Activities

Mayor Saucedo attended a ribbon cutting for United Specialties of California and enjoyed the two-day event celebrating 250 years of American independence with author and historian, Jon Meacham, who spoke at the Lincoln Shrine and the Symposium at the University of Redlands. He attended Mobility 21, a transportation conference, the Officer of the Year award ceremony, recognizing outstanding police officers from California, including Redlands Police Officer Daniel Shahabi. He participated in the Municipal Utilities and Public Works Commission meeting, attended a transportation symposium committee meeting with Chair Assembly Member Lori Wilson for a discussion of the state gas tax. And finally, he enjoyed

the Optimist Club's Oktoberfest event where he received a Proclamation from Prince Alfred Edward, who has traced his royal family legacy back to German and Spanish roots.

Mayor Pro Tem Shaw submitted his report of activities for the month of September 2026, as available online and attached to the staff report.

Council Member Barich attended an event in celebration of the Adult Literacy Program, spoke at the Chamber of Commerce Rise and Shine, updating the group regarding the October 24, 2026 Museum Grand Opening and enjoyed the Optimist Club's Oktoberfest event held on October 3-4.

Council Member Tejeda attended a birthday celebration for District Supervisor Joe Baca, his mother's birthday party, and the City's Hispanic Heritage Month event.

Council Member Davis enjoyed Dinner at the Grove, celebrated the retirement of Dr. Tony Mueller, who dedicated 35 years to leading Community Service Learning at the University of Redlands, and attended the ribbon cutting for the Loma Linda Children's Health Specialty Clinic.

1. Individual Council Member Report on Activities for September 2026 from Mayor Pro Tem Shaw

N. Adjournment

Mayor Saucedo adjourned the meeting at 8:14 p.m., in memory of Steve Smith, who passed away on September 24, 2026. He served 24 years in the Redlands Police Department and was known for his commitment to community safety and engagement during his tenure. Deputy Police Chief Floyd added that Officer Smith was always seen with a warm smile, and he had a remarkable ability to give generously and help others. He will be greatly missed.

The next regular meeting of the City of Redlands City Council will be held on October 20, 2026.

City Council **AGENDA ITEM NO. I2.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the special meeting of October 6, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the special meeting minutes of October 6, 2026.

Attachments

100626_CC_Special.pdf

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Tuesday, October 6, 2026 at 4:30 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Carl Baker, Public Information Officer; Tabitha Crocker, Facilities and Community Services Director

A. Call Special Meeting to Order

Mayor Saucedo called the special meeting to order at 4:30 P.M.

B. Public Comment

There was no public comment.

C. Recess City Council Meeting to a Closed Session

1. Performance Evaluations of Public Employees – Government Code § 54957(b)(1)
   Positions: City Manager and City Attorney

2. Conference with Labor Negotiator - Government Code § 54957.6
   Agency Negotiators: Mayor Saucedo and Mayor Pro Tem Shaw
   Unrepresented Employees: City Manager and City Attorney

3. Conference with real property negotiators - Government Code § 54956.8
   (Tabitha Crocker, Facilities and Community Services Director)

   Property: APN 0171-089-13-0000
   Agency Negotiators: Charles M. Duggan, Jr., City Manager; Tabitha Crocker, Facilities and Community Services Director
   Negotiating Party: Zachary D. Smith

Under Negotiation: Price and terms of payment for possible purchase of property

D. Reconvene City Council Meeting

The meeting reconvened at 5:00 P.M.

E. Closed Session Report

City Attorney Garcia announced the performance evaluations for City Manager Duggan and City Attorney Garcia were completed. The other remaining closed session items are still in progress and will resume during Closed Session of the regular October 6, 2026 City Council meeting.

F. Adjournment

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

City Council **AGENDA ITEM NO. I3.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring October 25-31, 2026 Childhood Lead Poisoning Prevention Week (Mayor Saucedo)

MOTION:

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

I move to authorize issuance of a proclamation declaring October 25-31, 2026 Childhood Lead Poisoning Prevention Week.

Attachments

Childhood Lead Poisoning Prevention Week 2026.pdf

PROCLAMATION

Childhood Lead Poisoning Prevention Week

WHEREAS, one of government's important responsibilities is to keep its constituents safe from environmental hazards. Lead poisoning is among the most pervasive of these, as lead occurs in soil, groundwater, and human-made materials such as paint and plumbing fixtures. Lead exposure is especially harmful to children under the age of six. It is vital that we take the necessary steps to make sure that we have a safe environment in the City of Redlands; and

WHEREAS, one of our most important responsibilities is to promote the health of our citizens. While there are many dangers that require caution, lead poisoning poses a threat to residents of all ages, especially to children under the age of six years. It is vital to take the necessary steps to ensure we have a safe environment in the City of Redlands; and

WHEREAS, protecting children from lead is vital to lifelong health. Even small amounts of lead in the body have been shown to impact IQ, ability to pay attention, and academic achievement. The damaging effect of lead exposure often go undetected, as initial symptoms may not be apparent. A blood lead test is the best way to identify if a child has been exposed to lead; and

WHEREAS, lead can be found in many products and locations, lead exposure is preventable; and therefore, City of Redlands residents are encouraged to learn about the risks and potential sources of lead exposure, and the steps we can take to protect our children; and

WHEREAS, Redlands youth deserve a bright future, and this week, Redlands residents are encouraged to learn about the dangers that lead poisoning presents and ways to best prevent them in your family; and

WHEREAS, the City of Redlands supports the endeavors of the San Bernardino County Department of Public Health in its efforts to educate the community and local agencies regarding the hazards of lead poisoning;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim October 25-31, 2026, as "Childhood Lead Poisoning Prevention Week".

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 20th day of October, 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I4.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation for the League of Women Voters Youth Civic Education Collaboration (Council Member Davis)

MOTION:

I move to authorize the issuance of a proclamation for the League of Women Voters Youth Civic Education Collaboration.

Attachments

League_of_Women_Voters_Youth_Civic_Education_2026.pdf

PROCLAMATION

League of Women Voters Youth Civic Education

WHEREAS, local government has an important role in providing young people with opportunities to observe democracy in action, understand municipal government, interact with public officials, participate in community problem-solving, and develop habits of lifelong civic participation; and

WHEREAS, the State of California established the California State Seal of Civic Engagement (SSCE) to recognize eligible public-school students who demonstrate excellence in civics education and participation and an understanding of constitutional democracy; and

WHEREAS, meaningful civic learning extends beyond classroom instruction and may include service learning, civic-engagement projects, attendance at public meetings, internships, community organizations, voter education, public-policy research, civil discourse, and direct interaction with elected officials, public employees, and governmental institutions; and

WHEREAS, the League of Women Voters of the San Bernardino Area (LWVSB) is a nonpartisan political organization that encourages informed and active participation in government, does not support or oppose political parties or candidates, and provides voter education, voter registration assistance, candidate forums, election information, VOTE411 resources, Observer Corps activities, and civic-education programs; and

WHEREAS, collaboration between the City of Redlands and the League of Women Voters of the San Bernardino Area can provide young people with additional opportunities to learn about local government, elections, voting, community issues, civic leadership, and responsible participation in democratic institutions; and

WHEREAS, collaboration among the City of Redlands, LWVSB, school districts, public and private schools, county agencies, colleges and universities, and other community organizations can create a coordinated network of civic-learning opportunities for students residing in and attending schools serving the City of Redlands;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby affirms its support for collaboration with the League of Women Voters of the San Bernardino Area to expand meaningful, accessible, equitable, student-centered, and nonpartisan civic-learning and civic-engagement opportunities for young people.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 20th day of October 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I5.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the recommendation for the appointment of Jennifer Aguirre to serve the remainder of a three-year term on the Library Board effective November 1, 2026 through January 1, 2027 (Mayor Saucedo)

MOTION:

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

I move to appoint Jennifer Aguirre to serve the remainder of a three-year term on the Library Board, effective November 1, 2026, and ending January 1, 2027.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to the Library Board are made by the Mayor and approved by the City Council. It is recommended by Mayor Saucedo that the City Council approve the appointment of Jennifer Aguirre to serve the remainder of a three-year term on the Library Board effective November 1, 2026, and ending on January 1, 2027.

DISCUSSION:

Library Board Member Martin Davis submitted his resignation effective October 31, 2026. Martin Davis' term expires on January 1, 2027. Mayor Saucedo chose to fill this vacancy using the current eligible applications on file for the Library Board. After reviewing all eligible applications, Mayor Saucedo is recommending Jennifer Aguirre to be appointed to the Library Board to serve the remainder of the three-year term effective November 1, 2026, and ending January 1, 2027.

The Library Board consists of five members, as follows:

Rosa Gomez
Vacant
William Hardy
William Hatfield
Kate Pretorius

ALTERNATIVES:

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

SUBMITTED BY:
Whitney Mesna, Management Analyst

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

PREPARED BY:
Amy Edwards, Sr. Administrative Assistant

Attachments

Library Board Applications _Redacted.pdf

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

AK Smiley Board of Trustees

Name Kate Pretorius

Address [redacted], Redlands 92373

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

Email [redacted]

Occupation writer

Reasons for desiring to serve – relevant experience and qualifications:

I have thoroughly enjoyed my involvement with our tremendous library, first as a member of the Friends of the Library Board and then as a Trustee for the Library Board for the past nine years. As we move forward into this new era of overseeing the library, the Lincoln Shrine, the Contemporary Club, and the Musuem of Redlands, I believe that a clear vision of where we've come from and where we're headed is crucial. I look forward to continuing my service.

Signature Kate Pretorius Digitally signed by Kate Pretorius Date: 2025.12.17 14:25:06 -08'00' **Date** 12/17/2025

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

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

(1) Don McCue, Library Director

Telephone [redacted]

(2) Bill Hatfield, President AKSPL Board of Trustees

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 12.10.25 - AE
Address verified - 4th district

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR
Library Board of Trustees

Name Carol Ann Replogle Allred

Address [redacted]

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

Email [redacted]

Occupation Program Specialist - RUSD Home Hospital

Reasons for desiring to serve – relevant experience and qualifications:
I've lived in Redlands since 2011 and have utilized the library resources almost weekly with my children all these years. I love an appreciate everything they do and want to be of service I was a Teacher Librarian at Redlands East Valley High School for 3 years and am working on a Librarianship credential and MLIS masters degree. I also taught History, Geography and Civics and believe deeply in community engagement.

Signature Carol Ann Replogle Allred **Date** 12/10/25

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

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

(1) Henk Fischer
Financial Adviser
Assistant Principal
Telephone [redacted]

(2) Kodie Sibbett
Public Health Counselor
Redlands, CA
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Application Received by the City Manager's Office 12.10.25 - AE
Address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

A.K. Smiley Library Trustee

Name Chalmer McClure

Address [redacted]

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

Email [redacted]

Occupation child neurologist

Reasons for desiring to serve – relevant experience and qualifications:
Learning continues throughout a lifetime and is best facilitated by access to a library.

education - BA Westmont College; MS & PhD LLUSM; MD LLUSM

resident of Inland Empire since 1982 and Redlands resident for the last 17 years.

active community participant - MOR volunteer & contributer; member RAHS, Spinet, CCR

I, my children, and grandchildren live in Redlands and actively use the library resources.

Signature _____ **Date** 12.11.2025

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

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

(1) Neal Waner

[redacted]

Telephone [redacted]

(2) Nelda Stuck

[redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 12.11.25 - AE
Address Verified - Dist 1

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board of Trustees

Name Elizabeth Flater

Address [redacted] -

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

Email [redacted]

Occupation Librarian, University of Redlands

Reasons for desiring to serve – relevant experience and qualifications:
Please see attached statement.

Signature [signature] **Date** 12/11/25

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

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

(1) Tri sha Aurelio
[redacted]

Telephone [redacted]

(2) Pai geMann
[redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Library Board of Trustees application

Elizabeth Flater

Reasons for desiring to serve – relevant experience and qualifications

I have been a Redlands resident since 2008 and an academic librarian since 2011. My family and I are proud patrons of the A.K. Smiley Public Library, and I was a volunteer there while earning my MLIS. A large part of my motivation for applying to serve on this board is because, not surprisingly, I care deeply about libraries. I also value the other historical institutions this board represents and would be honored to be a part of their continued administration, governance, and preservation.

As a member of the Library Board of Trustees, I would work hard to advocate for decisions that support and enrich the AK Smiley Public Library, the Lincoln Memorial Shrine, and the Redlands Museum, as well as the programs and events that connect them to our local community. If elected, I believe I would bring new ideas, questions, and perspectives to the board that reflect both the professional priorities of librarians and other keepers of cultural knowledge and those of every Redlands resident who wishes to see our special local institutions thoughtfully and responsibly stewarded into the future.

Thank you for your consideration and the important work you do for Redlands.

Application received by the City Manager's Office 12.15.25 - AE
Address Verified - 5th Dist

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board

Name Emily Heebner

Address [redacted]

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

Email [redacted]

Occupation retired professor

Reasons for desiring to serve – relevant experience and qualifications:

As a new resident of Redlands, I'd love to serve the community by sharing my passion for literature and learning. My experience on the Idyllwild Library Board was great, especially bringing in special guests for programs. I've taught at University of Redlands, Chapman University, community colleges and subbed for Glendale public schools. I've published a YA novel, stories & essays. It would be a pleasure and honor to serve on the Library Board.

Signature Emily Heebner **Date** 12/13/25

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

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

(1) Lorie De Marco, President
Friends of the Idyllwild Library Board
Telephone [redacted]

(2) Jeanne Carni, former student, friend
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Gmail [redacted]

Reference for Emily Heebner

1 message

Lorie De Marco [redacted] Fri, Dec 12, 2025 at 11:36 AM
To: Emily Heebner [redacted]

To Whom It May Concern:

My name is Lorie De Marco. I am the President of the Friends of the Idyllwild Library. I worked with Emily Heebner on our Board this past year, and sadly accepted her resignation due to the fact that she moved off the hill. As I am from Redlands myself, I feel sure she will not only be very happy living in that fine community, but she would fit in well with the group at Smiley Library.

Our Friends group, as many others do, sponsors programs for the community on a variety of subjects. Emily served with us on our Programs Committee in the planning of these events, working with the group to seek out and plan speakers or presenters for the monthly programs at our library. Emily was a valuable member of that committee as they arranged programs for our community on a wide variety of subjects. She was also a member of the Publicity Team, submitting articles and announcements to our local newspaper highlighting our library and the programs we sponsor.

Emily is eager to help, and very capable of doing anything asked of her. I would recommend her without reservation.

Sincerely,

Lorie De Marco
Friends of the Idyllwild Library

Received by the City Manager's Office 12.16.25 - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board of Trustees

Name Erin Sanborn

Address [redacted]

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

Email [redacted]

Occupation Assistant Dean of Student Experiential Learning and Director of Sustainable Education

Reasons for desiring to serve – relevant experience and qualifications:

My primary residence is in Forest Falls; however, my mailing and legal address is in Redlands, where I stay as needed. I understand this may affect my eligibility to serve as a Library Trustee. If I am eligible, it would be an honor to serve on the Library Board of Trustees. Several years ago, I heard Deborah Fallows speak about the essential role libraries play in communities, particularly in small towns. Her remarks deeply resonated with me and reflect a belief I strongly hold. I have a deep personal history with the A.K. Smiley Library and take great pride in the long-standing and significant impact our Library has had on the Redlands community. I am motivated by the opportunity to help support and guide the Library's important work to ensure its sustainability well into the future. I have served on several boards, including Town & Gown, the Redlands Service Club Council, and ANCA, and I currently serve on the Board of the Kimberly-Shirk Association, where I have expanded my knowledge of archives and collection management. In my professional role at the university, I work closely with the library team to enhance programming and student engagement. As a former student, I experienced firsthand the critical role librarians play in research and academic success. As a reader, I value equitable access to books and information. I am also passionate about youth services and community-based and cultural programming, and I appreciate the Library's commitment to engaging young children and families through these efforts. I have supported similar initiatives through my work at the university. I worked in the Recreation Department when I began my professional and have been at the University for the past 15 years. Both my career and my free time have been dedicated to serving the Redlands community, and I am excited about the

Signature Erin E. Sanborn **Date** 12/16/25

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

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

(1) Shelli Stockton (2) Tony Mueller

[redacted]

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Application Received by the City Manager's Office 12.15.25 - AE
Address verified - 1st District

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

AK Smiley Library Board of Trustees

Name Fredricka Dienes

Address [redacted]

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

Email [redacted]

Occupation Retired

Reasons for desiring to serve – relevant experience and qualifications:

As a resident of Redlands for over 60 years, I have visited the AK Smiley Library many times; initially as a child in the Young Reader's Room and later as a teen and adult . AK Smiley Library is part of Redlands's rich heritage and unique character. I would consider it an honor to serve on the Library's Board of Trustees. Relevant experience includes: Eight years audit/compliance experience ensuring adherence to government statues and company policies. Eleven years consulting experience specializing in strategic advisory for financial, technology, telecom, healthcare, automotive, and aerospace markets. Twelve years of public sector experience at the city and county level in Information Technology.

Signature Fredricka Dienes **Date** 12/15/2025

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

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

(1) Ms. Leticia Desrochers
[redacted]
Redlands, CA 92373

(2) Ms. Cynthia Martinez
[redacted]
Redlands, CA 92374

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 12.12.25 - AE
Address Verified - Dist 2

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board

Name Jennifer "Jenna" Aguirre (EdD)

Address [redacted]

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

Email [redacted]

Occupation Chief of Staff and Director of Budget and Planning for Academic Affairs Division, CSUSB

Reasons for desiring to serve – relevant experience and qualifications:

-My love of reading began with regular visitis to the Smiley Library. My mother took us weekly

-I have served yhr Redlands community for over 50 years by teaching folklorico to youth and helping them build confidence and leadership skills.

-I would like to continue to serve the community by joining the library board.

- 25 years of experience in education, I believe would benefit the board and library mission

Signature Jennifer Aguirre **Date** 12/12/2025

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

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

(1) Jennifer Escobar Dyson -Faculty member MVCC (2) Rafik Mohamed - Provost CSUSB

[redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Address Verified 5th District - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
DEC 15 2025
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Library Board of Trustees

Name Les Kong

Address [redacted]

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

Email [redacted]

Occupation Retired

Reasons for desiring to serve – relevant experience and qualifications:

I also serve on the Board of the Robert & Frances Faulkner Museum of Art at CSU San Bernardino, and am familiar with museums (ASWS).

I come up with 40 years experience as a librarian in the Cal State system, most recently, at Cal State San Bernardino (with expertise in collection development, reference services, & library management). Since 2011, I have served on the Friends of the AKSPL Board, and am currently serving as President. I have also served as President of the Calif. Library Assoc. and Calif. Academic Research Libraries. At CSUSB, I was also Head of Public Services, and understand the nuances of dealing with the public.

EDUCATION REF:
B.A. - MONTCLAIR STATE
MBA. - CSU SACRAMENTO
MLS UC BERKELEY

WE RAISE ~$100K ANNUALLY FOR AKSPL!

Signature Les Kong **Date** 12/12/25

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

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

(1) Rebecca McCurdy
Past President, Friends of AKSPL
[redacted]
Telephone [redacted]

(2) Cheri Dawes
Former Board member, Friends
[redacted]
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Address Verified
Dist 4

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board of Trustees

City Manager's Office

DEC 15 2025

Received

Name Michael T. Simiele

Address [redacted]

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

Email [redacted]

Occupation Librarian and Farmer

Reasons for desiring to serve – relevant experience and qualifications:

I'm eager to join the library board to promote literacy & community connections. As a practitioner with an MLIS and my family's five-generation librarian legacy, I'm well-versed in library operations and information systems. My MBA equips me with strategic & financial experience. Running Buoye Farms from the Redlands multi-generational family, I understand our community's heartbeat and philanthropy. These experiences and educational qualifications will help me advance the library's goals.

Signature [signature] **Date** 12/15/2025

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

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

(1) Dr. Kevin Horan

[redacted]

Telephone [redacted]

(2) Dr. Alan Kay

[redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Application Received by City Manager's Office 12.10.25 - AE
Address Verified - District 4

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Library Board

Name Robert Stokes

Address [redacted]

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

Email [redacted]

Occupation Professor and Chair

Reasons for desiring to serve – relevant experience and qualifications:

I am a professor and chair of the Department of Public Administration at CSUSB.

I have a desire to serve my home community in a public service role.

I have a PhD in urban planning and have been an advocate for education, and the civic programs provided by municipal libraries and history museums. I have the time, energy, and background to excel in this role.

Signature Robert Stokes Digitally signed by Robert Stokes Date: 2025.12.10 15:25:02 -08'00' **Date** 12/15/25

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

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

(1) Ki-Eun Kang

Telephone [redacted]

(2) Dr. Lori Uber-Zak

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

City Council **AGENDA ITEM NO. I6.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for the appointments of Penny McElroy and Alejandro Gutierrez Chavez to the Cultural Arts Commission (Council Member Davis)

MOTION:

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

1. I move to appoint Penny McElroy to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2030.

2. I move to appoint Alejandro Gutierrez Chavez to serve a four-year term on the Cultural Arts Commission effective January 7, 2027 and ending January 6, 2031.

RECOMMENDATION:

It is recommended by Council Member Davis that the City Council consider the appointments of Penny McElroy to serve the remainder of a four-year term ending January 6, 2030 and Alejandro Gutierrez Chavez to serve a four year term effective January 7, 2027 and ending January 6, 2031 on the Cultural Arts Commission.

Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council. However, Mayor Saucedo has expressed his desire to rotate recommendations for commission/board appointments among the City Council members; therefore, Council Member Davis has been delegated authority by Mayor Saucedo to make the recommendation for these appointments.

DISCUSSION:

Two vacant seats exists on the Cultural Arts Commission due to the resignations of Commissioners Brian Ball and Daniel Rodriguez. A public notice was released on September 18, 2026 requesting interested residents to submit an application for the Cultural Arts Commission. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Two new applications were received from the recent posting and six applications from previous postings were considered for these two appointments.

The Cultural Arts Commission consists of five members as follows:

- Vacant

- Edie Punt
- Vacant
- Daniel Gohman
- Robert Schooley

ALTERNATIVES:

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

SUBMITTED BY:
Whitney Mesna, Management Analyst

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

PREPARED BY:
Amy Edwards, Sr. Administrative Assistant

Attachments

Cultural_Arts_Notice_9-18-26.pdf
Cultural_Arts_Commission_Applications_Redacted.pdf

City of
REDLANDS
Incorporated 1888
300 E. State St, Suite 690, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

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

CULTURAL ARTS COMMISSION

The Cultural Arts Commission promotes public interest in arts, recommends new arts programs and sources of funding for those programs, assists the City Council by recommending policies to encourage, develop and support the arts in Redlands, and advises the City Council in the administration of the City's "Art in Public Places" program.

The Cultural Arts Commission meets quarterly on the second Monday of March, June, September, and December at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk, City Hall, 35 Cajon Street, Suite 4, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is October 2, 2026.

Amy Edwards

Amy Edwards, Senior Admin Assistant
Office of the City Manager
City of Redlands, California

9/18/26

Received by the City Manager's Office 9.28.26 - AE
Address verified - District 3

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Redlands Cultural Arts Commission

Name Penny McElroy

Address [redacted]

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

Email [redacted]

Occupation Retired Professor of Art & Design, University of Redlands

Reasons for desiring to serve – relevant experience and qualifications:

I would like to contribute to the cultural life of our city. I have been a practicing artist for 45 + years and have recently retired after 40 years as Prof. of Art & Design at the University of Redlands. I am a member of the Los Angeles Art Association / Gallery 825, the Southern California Women's Caucus for Art, and Project 52 at the Riverside Art Museum. I have also served on the Board of the Redlands Art Association. CV available on request.

Signature Penny McElroy Digitally signed by Penny McElroy Date: 2026.09.28 13:28:17 -07'00' **Date** _____

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

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

(1) Patricia Wasielewski
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Raúl Acero
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 10.5.26 (after deadline)
address verified - District 4

City of Redlands

Cultural Arts Commission Application

Commission applied for: Cultural Arts Commission

Name: Alejandro Gutierrez Chavez

Residential address: [redacted]

Telephone (work): [redacted]

Email: [redacted]

Occupation: Executive Director, Arts Connection

The Arts Council of San Bernardino County

Reasons for desiring to serve

As a Redlands resident and arts council executive, I would like to help expand access to arts and culture, support thoughtful public art policy, and connect local artists and cultural organizations with resources. I would bring experience in arts funding, community engagement, and regional partnerships to the Commission's advisory work. My statement of interest follows.

Two professional references

1. Michelle Decker, President and CEO

Inland Empire Community Foundation

3700 Sixth Street, Suite 200, Riverside, CA 92501

[redacted]

2. David Myers, Director of Museums

San Bernardino County Museum

2024 Orange Tree Lane, Redlands, CA 92374

[redacted]

I understand this is a volunteer, non-salaried appointment and agree to be considered for both advertised vacancies. If appointed, I will complete the City's required harassment prevention training.

Signature



Alejandro Gutierrez Chavez

Date: October 4, 2026

Public record notice: This application is a public record and may be disclosed upon request.

Statement of Interest

Alejandro Gutierrez Chavez

I would like to serve on the Cultural Arts Commission because Redlands is my home, and I want to contribute my professional experience to the cultural life of our city. I see arts and culture as practical ways to strengthen community belonging, create opportunities for young people, support local businesses, and make public spaces welcoming. I would bring a resident's perspective and experience working with artists, public agencies, and philanthropic partners.

Since August 2023, I have served as Executive Director of Arts Connection, the Arts Council of San Bernardino County. I lead regional strategy across arts education, creative workforce development, public art, and policy and advocacy. My work has helped advance public art policy and investment across five jurisdictions serving more than one million residents. I have secured and stewarded more than $1.2 million in public and private funding and manage the county's grantee portfolio within the $4.6 million Creative Corps Inland SoCal initiative, with responsibilities for implementation, compliance, reporting, and evaluation.

I would apply this experience to the Commission's work recommending arts programs, identifying funding opportunities, advising on policy, and supporting Art in Public Places. My priorities would include transparent artist selection, meaningful resident participation, and planning for the care of public artwork. I would also help connect cultural organizations, schools, artists, and businesses so that partnerships support access to arts programming and opportunities in the creative economy.

My earlier work at El Sol Neighborhood Education Center and First 5 San Bernardino strengthened my ability to manage public resources and evaluate community programs. At El Sol, I managed 38 staff and a $3.1 million operating budget. At First 5, I supported evaluation and performance monitoring of a $20 million public portfolio and trained more than 30 partner agencies. I also serve as Treasurer of Californians for the Arts and California Arts Advocates, and I am bilingual in English and Spanish.

I would approach this appointment by listening to residents and cultural partners, working constructively with fellow commissioners and City staff, and making recommendations that reflect Redlands' needs and available resources. I would welcome the opportunity to contribute to the Commission's work and help more residents participate in the arts.

Received by the City Manager's Office 12.29.25 - AE
Address Verified - Dist 1

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Alexander Masushige

Address [redacted]

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

Email [redacted]

Occupation Art Educator and Curriculum Developer

Reasons for desiring to serve – relevant experience and qualifications:

As an art educator of ten years, a core aspect of my pedagogy is expanding access to art and art education. It would be a privilege to support the cultural arts commission toward growing the diverse art scene that Redlands is known for. I bring experience with grant writing, developing strategic plans, organizing large art events, research methods, and non-profit leadership. I hold a Bachelor's degree in art education and a Masters degree in learning and teaching alongside an art teaching credential. I am currently in pursuit of a doctorate in education through the University of Louisiana.

Signature Alexander Masushige **Date** 12/29/2025

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

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

(1) Annie Buckley
Director - Prison Arts Collective
Director - SDSU Arts Institute
Telephone [redacted]8

(2) Steven Rodriguez
Music Director - Rialto High School
VAPA Chair - Rialto High School
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 1.7.26 - AE
Address Verified - Dist 1

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Amira Amaar

Address [redacted]

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

Email [redacted]

Occupation Compliance and Policy Analyst

Reasons for desiring to serve – relevant experience and qualifications:

I am interested in serving on the Cultural Arts Commission because I value community connection, inclusion, and how arts and cultural programming contribute to a city's identity and quality of life. As a Redlands resident and parent, I appreciate initiatives that are accessible and representative of diverse perspectives.

Professionally, I work in higher education at the International Center at the University of California, Irvine, where I support international and multicultural communities through policy and collaborative decision-making. I have also been selected for the upcoming Leadership Redlands program, which emphasizes civic engagement and community service.

Signature DocuSigned by: Amira Amaar D402C8ABBD2B493... **Date** 1/7/2026

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

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

(1) Dr. Shaheen Zakeria

Telephone [redacted]

(2) Ruth Ortega

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Received by the City Manager's Office 12.15.25 - AE
Address Verified - 2nd District

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Andrea Ceja

Address [redacted]

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

Email [redacted]

Occupation Graphic Designer

Reasons for desiring to serve – relevant experience and qualifications:

I live in Redlands, I'm an artist. I like seeing pretty things and know that Redlands is a Beautiful city but there's also room for more. Sometimes I see art that makes me go - Wow that can definitely be better. I have a lot of ideas. Hire me.

I'm funny, but also smart.

cejadrea.wixsite.com/portfolio

Signature [redacted] **Date** 12/15/25

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

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

(1) My dog

Telephone [redacted]

(2) My husband

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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Received by the City Manager's Office 12.29.25 - AE
Address Verified - Dist 5

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Dan Leavitt

Address [redacted]

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

Email [redacted]

Occupation Learning Experience Designer

Reasons for desiring to serve – relevant experience and qualifications:

I'm interested in serving because I see arts and culture as essential civic infrastructure.

While I'm not an artist, my background as a Creativity Coach and program designer positions me as a strong connector between artists, institutions, and the broader community. I bring experience translating creative vision into sustainable programs, inclusive experiences, and and measurable impact—skills I'd be excited to apply in service of Redlands' cultural future.

Signature Dan Leavitt Digitally signed by Dan Leavitt Date: 2025.12.26 19:56:28 -08'00' **Date** _____

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

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

(1) Holly Burgess

Telephone [redacted]

(2) Fred Chandra

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

Address verified - District 5 - AE

RECEIVED
JAN 06 2026
Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Rose-Marie Raumin, Ph.D.

Address [redacted]

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

Email [redacted]

Occupation retired high school teacher

Reasons for desiring to serve – relevant experience and qualifications:

See attached

Signature Rose-Marie Raumin **Date** 1/5/2026

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

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

(1) Dr. James Appleton

Telephone [redacted]

(2) Mrs. MaryJo Holmes

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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Reasons for desiring to serve:

As a long-time Redlands resident, I have always admired the way Redlands protects and supports the arts and the historic elements of our town. Having recently concluded my volunteer term on the Historic and Scenic Preservation Commission, I am eager to continue my community service in a new capacity. I feel I can contribute to the Cultural Arts Commission because of my background and my enthusiasm. I have traveled extensively in the United States, in Europe and in Asia, where I have visited many museums and exhibits. I appreciate timeless art and modern interpretations. I have enjoyed art and cultural artifacts in outdoor spaces, noticing the joy they bring to residents and visitors alike. I love visiting the art fairs we have in Redlands and hope to promote their continuation and possibly even their expansion. I support and value the art and cultural programs in our schools, which I feel are vital for future generations. If appointed, I plan to bring my ideas and my enthusiasm to the collaborative work of this commission.

Received by the City Manager's Office 1.7.26 - AE
Address Verified - Dist 3

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Sarah Jane Randall

Address [redacted]

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

Emai [redacted]

Occupation General Service Worker San Bernardino County

Reasons for desiring to serve – relevant experience and qualifications:

As a Redlands resident of over 20 years, I want to be able to represent my community and give back to our beautiful city. Additionally, I'd like to strengthen connections I enjoy the arts. I have contributed to local theatre puppet plays, Local IE art exhibits, and helped the Environmental Education Collaborative in judging their art contest. I want to show my appreciation to the IE.

Signature Sarah Randall **Date** 1-7-26

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

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

(1) Supervising Ranger
Caleb Johnson
Sb County
Telephone [redacted]

(2) Supervising Ranger
Chole Dejoux
Sb county
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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

SarahJane Oyanib Randall

Sustainability Professional

[redacted]



My Projects

Work Experience

Public Service Employee at Yucaipa Regional Park,
General Service Worker at Prado Regional Park
County of San Bernardino, California
August 2023 - Present
(5 months)

- Perform camp checks
- Manage cash transactions at the front gate register
- Ensure cleanliness of restrooms, proper disposal of trash, and litter pick up
- dispose of tree limbs and branches
- Verify fishing permits

Sustainability & Facilities Fellow at Citrus College
California Climate Corps (SEI) Glendora, California
October 2022 - August 2023
(10 months)

- Implement sustainability policies listed in the Sustainability plan on campus
- Work on sustainability student outreach projects
- Collect & input data into AASHE STARS report
- Compose Sustainability Newsletter

Recording Secretary
National Ecumenical Forum for Filipino Concerns in the Inland Empire California
December 2022 to Present
(1 yr 3 months)

- Prepare an agenda and notify all participants of meeting dates, times, and venues
- Take notes and send the meeting minutes within 3 days of the meeting date
- Send notices of events immediately upon approval by the Administrator
- Prepare drafts of required reports for grantors as instructed by the Administrator

LinkedIn Profile:
[redacted]

Guest Services, Supervisor of Sustainability, Sustainability Coordinator
LiveNation/Insomniac California
November 2016 to May 2022
(6 years, 4 months)

- Lead Sustainability department at Glen Helen Amphitheater
- Promote Sustainable policies, mitigate waste, improve waste diversion efforts at amphitheater
- As guest services, I assisted the operations at the Glen Helen Amphitheater by verifying entrance documents, working in VIP area, and assisting the lost-and-found area to present the venue positively to the public

Forestry Assistant
Inland Empire Resource Conservation District Redlands, California
March 2021 - November 2021
(9 months)

- Assisted Forestry Technician for Invasive Shothole Borer Project
- Utilized Arcgis systems to locate possible areas for ISHB trap installation
- Utilized Ipad to record ISHB presence through visual monitoring at parks
- Assisted in Stand Exams with the Forest Service

Forestry Corps Crew Member
California Conservation Corps Inland Empire, California
October 2019 to August 2020
(10 months)

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

Trail Restoration Crew Member
American Conservation Experience California
May 2019 - August 2019
(3 months)

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

[redacted]

ADA Compliance Specialist
Ten - Fifty Entertainment California & Nevada
March 2018 - August 2021
(9 months)

- Encouraged the compliance of ADA regulations at events, provided people with disabilities with necessary accommodations (sign language interpreters, mobility assistance, accessible restrooms)
- Demonstrated sufficient knowledge of laws against the discrimination of people with disabilities

Program Leader
Think Together Redlands California
August 2017 to March 2019
(2 years)

- Led a class of more than 20 students at Clement Middle School; facilitate homework time & tutored students needing help
- Facilitated Science, Dissection, Music Appreciation and Youth Development Clubs for grades 6-8

[redacted]

Education History

Bachelor of Science in Sustainability Studies (2014 - 2017)
Institution: University of California Riverside
Year of Graduation: 2017

- Social Events Chair, National Society of Leadership & Success

High School Diploma (2010 - 2014)
Institution: Redlands East Valley High School
Year of Graduation: 2014

- *Honor Court (Top 10% GPA of students)*

Internship Experience

Mental Health Intern
Asian American Task Force Riverside County California
October 2022 - December 2022
(3 months)

- In part of Kapwa Kabataan, I acted as an intern for AATF; helped table at Asian-American events & spread the word of mental health resources in the I.E

Analyst Intern
Office of Sustainability @ UC Riverside, California
July 2016 - August 2016
(2 months)

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

Production Intern
IHeartMedia KGGI 99.1 Riverside, California
April 2015 - June 2015
(3 months)

- Collaborated with a variety of departments including programming, public relations, & web
- Assisted radio talk show hosts by blogging for them & producing the radio show
- Promoted events such as the I.E Salsa Festival, I.E Taco Festival

Awards

Operations Manager Award 2019
LiveNation
2019
I was recognized for supporting the venue and for being an example of; dedication, determination, and willing to take on any role in our band.

[redacted]

Volunteer Work

Volunteer
Pick4good Redlands California
2023 - Present
I volunteered gleaning fruit around Burrage Mansion & various places in Redlands.

Volunteer
Socaltrasharmy San Bernardino County California
2022 to Present
I volunteered cleaning up Lytle creek, distributing food, & organizing clothing for unhoused population during events.

Volunteer
Music Changing Lives San Bernardino County California
2022
I volunteered gardening at Music Changing Lives garden in San Bernardino, I helped plant the various produce in the garden.

Volunteer
Sustainable Claremont California
2019 - present
I volunteered tree planting at multiple events in urban areas throughout Los Angeles county.

Volunteer
Riverside Food Co-op Riverside California
2019 - present
I volunteered gleaning fruit in riverside county through the Riverside Food Rescue.

Volunteer
Union Rescue Mission Los Angeles California
2019
I volunteered at Union Rescue Mission during Thanksgiving in the kitchen helping prepare meals to the unhoused on skid row in Los Angeles.

Volunteer
Grid Alternatives California
2016
Through UCR's Summer Sustainability Program, I volunteered with GridAlternatives installing solar panels on low income housing in Fontana.

Volunteer
Redlands Community Hospital California
2012 - 2014
I volunteered in the pharmacy department delivering medication to different floors, cleaning pharmacy area & organizing prescriptions for the pharmacist

Volunteer
Mentone Library Mentone California
2010 - 2014
I volunteered at the library for 4 years; helping patrons, decorating, & organizing books by Dewey decimal system

[redacted]

References

Connie Bennett
Family Friend
[redacted]

Vicki Robertson
Family Friends
[redacted]

Nicole Dumaguindin
Community Organizer
[redacted]

Nicole Dungo
Co-worker NEFFCON-IE
[redacted]

Nicole Kircher
Regional Supervisor SEI
[redacted]

Fred Diamond
Facilities Director
[redacted]

[redacted]

Relevant Course Work

ENSC 006: Introduction to Environmental Economics

ENGL 001A: Beginning Composition

ENGL 001B: Intermediate Composition

MATH 008A: Introduction to College Math for Sciences

CS 008: Introduction to Computing

GEO 008: Earthquake Country

MATH 008B: Introduction to College Math for Sciences

CHEM 001A: General Chemistry

CHEM 001B: General Chemistry

PSYC 011: Psychology Methods: Statistical Procedures

BIOL 005A: Introduction to Cellular & Molecular Biology

ENGL 001C: Applied Intermediate Composition

ENGR 109: Technology in Modern Europe & America

GSST 131: Sustainability, Gender & Development in the Global South

GSST 171: Environmental Health & Social Justice

ANTH 162: Culture & Medicine

GSST 021: Gender & Sustainability

POSC 137S: Environmental Justice & Human Rights

MCS 122: Sustainability as the Future of Democracy

PBPL 191: Seminar in Public Policy

City Council **AGENDA ITEM NO. I7.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 3002 amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, allow existing warehouses to remain as permitted or conditionally permitted uses; and amend Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers (Development Services Director Reilly)

MOTION:

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

I move to adopt Ordinance No. 3002.

RECOMMENDATION:

On October 6, 2026, the City Council introduced Ordinance No. 3002, as amended. It is recommended the City Council consider adoption of Ordinance No. 3002, Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses; and consideration of a proposed amendment to Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add new Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers.

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 3002 or the Council may reject adoption of Ordinance No. 3002.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Sean Reilly, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Jeanne Donaldson, City Clerk

FISCAL IMPACT

Fiscal Year: 2027

Revenue Generating: No

Amount: $

Budgeted Y/N: Yes

Account No.:

Additional Appropriation Required: No

Discussion:

The following costs have been accounted for in the FY27-28 Biennial Budget:

Codification: $22/per page affected by the change

Legal Publication: $500

Attachments

Ord_3002_Warehouses_final.pdf

ORDINANCE NO. 3002

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO PROHIBIT NEW WAREHOUSING AND LOGISTICS DISTRIBUTION CENTERS, AS DEFINED, IN THE COMMERCIAL AND INDUSTRIAL ZONES, WHILE ALLOWING FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION USES TO REMAIN AS PERMITTED OR CONDITIONALLY PERMITTED USES SUBJECT TO NEW REBUILD PROVISIONS.

WHEREAS, the City Council of the City of Redlands has initiated Ordinance Text Amendment No. 372, in accordance with Chapter 18.204 (Amendments) of the Redlands Municipal Code, as the public necessity, convenience, or general welfare justifies such action; and

WHEREAS, over the past twenty years, Redlands has experienced the construction of numerous large warehouses and logistics distribution facilities in and around the City of Redlands including the unincorporated County jurisdiction located in northwest Redlands; and

WHEREAS, on September 29, 2024, the Governor of the State of California signed Assembly Bill (AB) 98 to add Section 65302.02 to, and to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of, the Government Code, and to add Sections 40458.5 and 40522.7 to the Health and Safety Code, relating to land use, and the "Warehouse Concentration Region" defined therein includes the City of Redlands among other nearby cities and counties; and

WHEREAS, two major transportation corridors (Interstate 10 and Interstate/S.R. 210 freeways) serve the Southern California region and are gateways to the Interstate Highway System, and both freeways pass through the City of Redlands, which contributes to a significant quantity of heavy-truck and other vehicular traffic to pass through the City to reach destinations located outside the City of Redlands as well as within the unincorporated "donut hole" area; and

WHEREAS, heavy-truck traffic that serves several million square feet of warehousing and logistics distribution uses located within the unincorporated County island area (surrounded by the City of Redlands) must pass through the City and utilize City streets on a daily basis at all hours of the day and night; and

WHEREAS, the residents and visitors of the City of Redlands may experience exposure to environmental effects (such as numbers of truck trips, vehicle miles traveled, greenhouse gas emissions affecting air quality, vehicular noise, etc.) and other externalities from such warehousing and logistics distribution uses; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about March 24, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on April 14, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about April 21, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on May 12, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, the proposed Ordinance No. 3002 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on May 12, 2026, the Planning Commission determined that Ordinance Text Amendment No. 372 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses; and

WHEREAS, on May 12, 2026, the Planning Commission recommended approval of Ordinance Text Amendment No. 372 to the City Council; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by City Council; and

WHEREAS, on June 16, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and continued the public hearing; and

WHEREAS, on September 1, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and continued the public hearing; and

WHEREAS, on September 1, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and continued the public hearing to October 6, 2026; and

WHEREAS, on October 6, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372.

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

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would amend the lists of permitted land uses in the City of Redlands. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations prohibiting new large new warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.040: PERMITTED USES:

Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.

Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.

Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area:

Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage.

Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing , in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesalers."

SECTION 3. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

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

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.
Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.
Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations."

SECTION 4. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses" for the (M-1) Light Industrial District is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a

superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.
Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.
Tinsmith shops.
Welding shops.
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure.
Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesaling."

SECTION 5. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses" for the Light Industrial (M-1) District, is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.

Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants."

SECTION 6. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"18.112.030: PERMITTED AND ACCESSORY USES:

Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.

Employee recreational facilities and play areas.

One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.

Storage buildings incidental to a permitted use.

Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.

Aircraft and aircraft accessories.

Aluminum products.

Asbestos.

Automobiles, trucks and trailers.

Automotive accessories and parts.

Boats.

Candles.

Canvas.

Carpets and rugs.

Cellophane.

Cloth.

Composition wallboard.

Cork.

Felt.

Fiber.

Fur.

Glass, but excluding blast furnaces.

Glazed tile.

Hemp products.

Ink.

Jute products.

Leather.

Linter.

Metal foil.

Metal products.

Missiles and missile components, excluding explosive fuels.

Motors and generators.

Paper.

Plastics.

Porcelain products.

Pulp goods.

Putty.

Railroad equipment.

Rubber products.

Sisal products.

Starch and dextrine.

Structural steel products.

Textiles.

Tile.

Wire and wire products.

Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.

Business and research offices related to the administration and operation of the permitted industrial uses.

Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.

Laboratories.

Lumberyards.

Newspaper publishing.

Off street parking.

Offices, business and professional.

Petroleum bulk plants.

Printing, lithographing, publishing.

Public buildings.

Public utility offices.

Radio and television broadcasting.

Restaurants operated for employees on the premises.

Trade union halls.

Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.

Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

Wholesaling."

SECTION 7. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.

Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

D. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid conditional use permit approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 8. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"18.116.030: PERMITTED USES:

Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.
Jute products.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.

Pulp goods.
Pumice.
Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.
Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

M. Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

O. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid land use entitlement approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.
Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.

Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings."

SECTION 10. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended as follows:

"ARTICLE XII. Warehouses and Logistics Distribution Centers

18.156.900: DEFINITIONS:

ALTERATION:	Any construction or renovation to an existing structure other than repair or addition. A change, addition or modification in construction, change in occupancy or use, or structural repair to an existing building or facility. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of interior circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.
REPAIR:	*Repair* has the same meaning as defined in the California Building Code (Chapter 2, as amended, California Building Code).
WAREHOUSE:	Warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses: A. Warehousing distribution/high cube distribution centers. B. Parcel delivery terminals or truck terminals. C. Parcel sorting and distribution facilities. D. Package allocation for delivery drivers or independent delivery contractors. E. Parcel hub or high cube fulfillment center. F. Freight yards or forwarding terminals. G. Moving agencies. H. Shipping/receiving yards.
WAREHOUSING, ANCILLARY:	The use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures

	and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

1. Gross floor area of fifty thousand (50,000) square-feet or more; or,
2. A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article and/or applicable State law. If any provisions of this article conflict or are inconsistent with applicable State law, then State law shall prevail.

C. A property with a valid unexpired land use entitlement for a new warehouse or logistics distribution facility that has not yet been constructed or established as of the effective date of Ordinance No. 3002 shall have the same land use rights as if the structure had been existing on the effective date of Ordinance No. 3002.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

B. Assemblage of Parcels Prohibited: No warehouse development project, or redevelopment or reconstruction of a property for warehouse use, may assemble or merge additional properties for the purpose of developing, enlarging, expanding, or intensifying the use of an existing warehouse or logistics distribution facility.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any of the following land uses: any residence including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers and in-home daycares; hospitals; long-term care facilities; retirement and nursing homes; community centers; places of worship; parks (excluding trails); and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including

any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (Redlands Municipal Code Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 11. Redlands Municipal Code Chapter 18.156, Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended to add Section 18.156.970 as follows:

"18.156.970: REBUILDING PROVISIONS FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION CENTERS:

A. For warehouses and logistics distribution facilities existing as of the effective date of Ordinance No. 3002, the criteria for alterations or repairs to the existing structure or property are as follows:

1. Ordinary repair and maintenance may be performed on a structure or property subject to the provisions of this article, and in accordance with applicable law (e.g., California Building Code, California Fire Code, etc.).

2. Improvements to the existing structure including technology upgrades (e.g., seismic strengthening, energy use efficiency, PV solar or re-roof, water use efficiency, reductions to greenhouse gas emissions, hazardous materials remediation, etc.) may be installed on a structure or property subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

3. Warehouses and logistics distribution facility buildings may be voluntarily rebuilt, reconstructed, or otherwise altered, subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

4. If the warehouse or logistics distribution facility building is involuntarily damaged or destroyed by natural disasters (i.e., fire, flood, earthquake or other calamity or acts of God), the entirety of the structure may be rebuilt subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

B. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be rebuilt to the previously existing square-footage (building footprint), previously existing height, and previously existing number of truck docks if the subject property meets the following criteria:

1. The warehouse or logistics distribution use was legally established prior to the effective date of Ordinance No. 3002; or if not yet established, the subject property had a valid land use entitlement issued prior to the effective date of Ordinance No. 3002.

2. The Development Services Director has determined the existing business to be a permitted or conditionally permitted use.

3. An applicable building permit(s) shall be obtained for reconstruction, if required.

4. A change in ownership or tenancy without any change in use or occupancy shall not affect any of the rebuilding rights, privileges, and responsibilities provided pursuant to this section.

5. It shall be the property owner's responsibility to provide evidence or information to justify the establishment of rebuilding rights.

C. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be altered and request an increase to the building height pursuant to the following criteria:

1. Building height may be increased up to the maximum height allowable within the applicable land use district (or 50 feet if no maximum is specified) to incorporate technology upgrades, energy efficiency improvements, or other justifiable economic or environmental reasons; provided the structure meets the criteria listed below.

a. The subject property meets all applicable criteria in Section 18.156.970(B).

b. The subject property obtains a Conditional Use Permit issued pursuant to Chapter 18.192 of this title.

c. Construction or redevelopment of a building involving additional height shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this article, as determined by the Planning Commission (the location requirements of Section 18.156.920(A) shall not apply). For purposes of this article, “feasible” has the same meaning as California Code of Regulations Title 14, § 15364.

d. Complete an environmental review process, if applicable, in accordance with the California Environmental Quality Act for a proposed project that will increase building height, or change non-refrigerated space to refrigerated space.

e. The applicant shall prepare and submit the following in conjunction with a development application for a land use entitlement:

i. Circulation studies, prepared by a traffic engineer, showing the movement of vehicular and truck traffic to and from the subject property, and to and from existing thoroughfares. Special engineering features and/or traffic regulation devices needed to facilitate or ensure safety of circulation may be required.

ii. A landscaping and tree planting plan, prepared by a landscape architect.

iii. An energy audit analysis report to identify current (baseline) conditions for the existing structure; and an energy analysis for the proposed modified facility to demonstrate compliance with the California Building Code and that there will be a demonstrated improvement to energy efficiency.”

SECTION 12. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 13. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

ADOPTED, SIGNED AND APPROVED this ___ day of _____, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I8.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Acceptance of a California Office of Historic Preservation (OHP) 2025-2026 Certified Local Government Grant in the amount of $10,500 and approve an additional appropriation in the same amount to assist in preparation of a citywide Historical Reconnaissance Survey, and authorizing the City Manager, or designee, to execute the grant agreement, and all other related documents (Development Services Director Reilly)

MOTION:

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

1. I move to accept the California Office of Historic Preservation (OHP) 2025-2026 Certified Local Government Grant in the amount of $10,500; and approve an additional appropriation in the same amount to the Development Services Department;
2. and authorize the City Manager, or designee, to execute the grant agreement and all other related documents.

RECOMMENDATION:

Staff recommends that the City Council accept the California Office of Historic Preservation (OHP) 2025-2026 Certified Local Government Grant in the amount of $10,500 to assist in the preparation of a citywide Historical Reconnaissance Survey, approve an appropriation in the amount of $10,500 to the Development Services Department, and authorize the City Manager, or designee, to execute the grant agreement and all other related documents.

DISCUSSION:

In April 2016, the California Office of Historic Preservation (OHP) designated the City of Redlands (City) as a Certified Local Government (CLG). One of the benefits of becoming a CLG is that the City is eligible for annual grant funding to support projects furthering historic preservation.

In July 2026, OHP contacted the Development Services Department (Department) with notification of the award of a non-competitive grant in the amount of $10,500 to support the goals of the City's historic preservation program. The Department has consistently filed timely CLG Annual Reports with OHP every year, which satisfies one of the eligibility criteria for the award. The Department (with concurrence from OHP) has identified the ongoing Historical Reconnaissance Survey as an appropriate use of these funds.

In April 2026, the City Council approved a Professional Services Agreement (Agreement) with Architectural Resources Group, Inc., for the preparation of a citywide Historic Reconnaissance Survey and subsequent Intensive-Level Historic Resource Surveys. The Historic Reconnaissance Survey includes background research, community engagement, and a citywide survey of properties constructed prior to 1982. It includes documentation of potentially eligible historic resources as well as a report summarizing the findings and recommendations. The The Survey is a critical tool for implementing the the City's historic preservation program as a Certified Local Government. Completion of these surveys will provide updated documentation to support land use planning, project review, compliance with the California Environmental Quality Act (CEQA) and preservation of historic properties.

Work on the project commenced in May 2026, and is anticipated to be completed by November 2027. The grant funding from OHP is unrestricted, intended for the City’s General Fund, and can be utilized to reimburse the costs of the Agreement with Architectural Resources Group.

Funding through the grant is reimbursable through July 31, 2027, and may be used to offset previously approved expenses expected to be incurred in the preparation of the Historical Reconnaissance Survey during that time period. As a condition of the grant funding, the City must contribute a minimum of $4,200 toward the identified project, and the City Council has previously authorized the Agreement in an amount not to exceed $166,050 for the project, thereby satisfying this condition.

ALTERNATIVES:

The City Council may elect not to accept the grant. However, if the grant is not accepted, certain expenditures related to the preparation of the Historical Reconnaissance Survey would not be reimbursable.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Sean Reilly, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Travis Martin, Principal Planner

FISCAL IMPACT

Fiscal Year: 2026-27, 2027-28

Revenue Generating: Yes

Amount: $10,500.00

Budgeted Y/N: No

Account No.: 200164, 101164

Additional Appropriation Required: No

Discussion:

Acceptance of this grant will provide $10,500 in reimbursable funds to go toward the expenses incurred through the preparation of the Historic Reconnaissance Survey. No funds are requested to be allocated toward the project beyond the $166,050 previously authorized. This grant will reduce the City's contribution to the project in an amount equal to the grant funding.

Attachments

Attachment_A_-_OHP_Agreement.pdf
Attachment_B_-_Additional_Appropriation_Form_OHP.pdf

NATIONAL HISTORIC PRESERVATION ACT OF 1966
HISTORICAL RESOURCES PRESERVATION PROJECT AGREEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SUB9RANT PROGRAM
2025 HISTORIC PRESERVATION FUND GRANT

PARTICIPANT
CITY of Redlands

PROJECT PERIOD	PROJECT NUMBER
AUGUST 1, 2026 - July 31, 2027	C08426018

PROJECT SCOPE

The City of Redlands, hereafter the Participant, will use grant funds in support of its local preservation program. Uses include staff support, consulting fees, outreach and educational materials/information, program development, and administrative support and materials. Questions about other potential uses of grant funds should be directed to the Office of Historic Preservation.

On or before July 31, 2027, Participant shall submit a final narrative report identifying how grant funds were used in support of its preservation program and providing to the Office of Historic Preservation (OHP) any materials/information produced using grant funds. Final report and any materials/information must be submitted by email.

On or before August 10, 2027, Participant shall submit a reimbursement request form (DPR 417) and backup documentation making request for grant funds and identifying source(s) of matching funds.

The attached General and Special Provisions (12 pages) are incorporated and made a part hereof.

Continued on Page--1a-- Attached

PROJECT FUNDING

Total costs supported by Federal grant P25AF02102 (CFDA 15.904) under the National Historic Preservation Act of 1966: **Ten thousand Five hundred dollars and no cents ($10,500.00).**

Minimum contribution of the Participant to match Federal grant funds:
Four thousand Two hundred dollars and no cents ($4,200.00).

AGENCY	PARTICIPANT
STATE DEPARTMENT OF PARKS AND RECREATION	CITY OF REDLANDS
BY	BY
TITLE STATE HISTORIC PRESERVATION OFFICER	TITLE
DATE	DATE

GENERAL PROVISIONS

I. GENERAL

A. **Performance**
1. The Participant agrees to complete the project in accordance with this agreement.
2. The Participant shall perform all work and supply material necessary to complete the project described in the paragraph entitled "Project Scope:" on p.1 of this agreement within the period specified. Failure of the Participant to render satisfactory progress or to complete this or any other project which is subject to federal assistance under this program to the satisfaction of the OHP may be cause for suspension of all obligations of Interior and the State of California (State) under this agreement.
3. However, failure of the Participant to comply with the terms of this agreement shall not be cause for the suspension of all such obligations if, in the judgement of the OHP, such failure was due to no fault of the Participant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

B. **Cost Sharing/Matching Requirement**.
1. At least 40 percent non-Federal cost-share/match is required for costs incurred under this Agreement. A minimum of 40 percent in eligible non-Federal cost share/match as identified on the cover page of this agreement, that is allowable and property documented, must be expended for work approved under Scope of Work during the Period of Performance in addition to the Federal grant share.
2. Non-monetary contribution may constitute part or all of the Participant's match. Valuation of such contribution shall be set forth by the OHP.
3. Failure to expend the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.
4. Non-Federal cost share or match must meet the same requirements as the Federal share.
5. The OHP shall not pay federal funds hereunder if the Participant has used financial assistance under any other federal program or activity (not including federal revenue sharing funds, community block grants, and any other federal funds allowable as match) as a match on the project.

C. **Agreement Amendment**. This agreement may be amended only by agreement in writing executed by both of the parties hereto.

D. **Agreement Termination**
1. The Participant may, upon written notice to the OHP, unilaterally terminate this agreement at any time prior to the commencement of the project.
2. The OHP may, upon written notice to the Participant, unilaterally terminate this agreement at any time prior to the commencement of the project.
3. The project shall be deemed commenced when the Participant makes any expenditure or incurs any obligations with respect to the project.
4. After the project commences, the Participant and the OHP may terminate the agreement by mutual consent, in which case they shall negotiate termination conditions.

E. **Non-Compliance**. If the Participant materially fails to comply with the terms of the agreement, the OHP shall provide written notice of non-compliance, which states the nature of the deficiency. If the Participant is still not in compliance in thirty (30) days after receipt of the notice, the OHP may in addition to other remedies: (1) withhold cash payments until deficiency is removed; (2) terminate the agreement and make no further payments hereunder; (3) disallow costs; and (4) disqualify the Participant from further subgrants.

F. **Indemnification**. The Participant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees. The Participant shall indemnify the State and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project. Participant shall waive and indemnify State only in proportion to and to the extent that such claims, damages, losses, costs, and/or expenses of indemnification are caused by or result from the negligent or intentional acts or omission of Participant, its officers, agents, or employees.

G. **Severability**. This agreement shall be governed by the laws of the State of California. If any provision of the agreement, including without limitation these General Conditions shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any other way be affected or impaired.

H. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

I. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

J. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

II. PROJECT EXECUTION

A. **Standards**. The Participant shall carry out its work in accordance with the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation", including standards for planning, identification, evaluation, registration, historical documentation, architectural and engineering documentation, archaeological documentation, historic preservation projects, and professional qualifications, as published in the Federal Register, September 29, 1983 (Vol. 48, No. 190), pp. 44716 et seq..

B. **Qualifications**. If the project scope requires research in history, architectural history, or archeology, the Participant shall ensure that the principal investigator meets the applicable Secretary of the Interior’s professional qualifications standards. If the project scope requires architectural plans, the Participant shall ensure that the architect producing those plans meets the applicable Secretary of the Interior’s professional qualifications standards. If the project scope requires an expert practitioner in another field, the Participant shall ensure that such expert meets standards of education and experience similar to those of the Secretary of the Interior’s professional qualifications standards.

C. **OHP Review**.

1. After selection of an employee or contractor to perform professional work outlined in the previous paragraph, but before making any financial commitment to that person, the Participant shall submit the person's resume to the OHP for review. The OHP shall either approve or disapprove use of the person on the project within twenty (20) working days after receipt of the resume. The Participant may consider failure of the OHP to respond within the period to constitute approval.
2. When requested to do so by the OHP, the Participant shall make available to the OHP draft reports, studies, plans, drawings, or other preliminary documents prepared during the project. The Participants shall permit periodic site visits by the OHP to ensure that work is progressing on scheduled and according to applicable instructions and standards.

D. **Reporting**.
1. As outlined in this agreement, or date approved by the OHP, the Participant shall furnish to the OHP all final work products mentioned in the project scope and elsewhere in this agreement.
2. Participant shall submit progress reports and interim work products on the dates indicated in this agreement. Progress reports shall be in such form and contain such information as the OHP instructs.
3. The OHP shall not be obligated to provide federal funds for work products that, in the opinion of the OHP, do not conform to the terms of this agreement or to the applicable Secretary of the Interior's Standards.
4. As outlined in this agreement, the Participant shall furnish to the OHP a final performance report, acceptable to the OHP, which compares actual accomplishments to planned objectives and, if appropriate, gives reasons that the objectives were not met as planned. The OHP shall provide further instructions for form the form and content of the final report.

III. FINANCIAL ADMINISTRATION

A. **Financial Management**. The Participant shall use a financial management system that: permits the preparation of financial reports required herein, permits the preparation of financial reports required herein, provides an accounting of funds expended on the project, and follows the standards set forth by the Office of Management and Budget Circulars referenced herein. The Participant shall expend funds only on allowable costs as set forth in the budget established in the approved project notification.

B. **Determination of Value of Goods and Services**. Goods in the form of equipment, whether owned, purchased, leased, or donated, will be valued on a use basis of actual costs of operation or of purchase or lease or prevailing costs of goods if donated. Residual market value of purchased equipment shall be credited to project costs upon completion. Goods in the form of supplies and material will be valued at actual direct costs to Participant or, if donated, according to the prevailing costs in the marketplace. Services will be valued in the actual amounts of salaries, wages, and direct overhead costs expended on the project.

C. **Volunteer Services**.
1. Volunteer services will be valued for contribution purposes at the rates paid for similar technical skills and work in other activities. Specific procedures for the Participant in establishing the value of in-kind contributions from non-Federal third parties are set forth below:
2. Valuation of Volunteer Services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteered service maybe counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
3. Rates for Volunteer Services: Rates for volunteers should be consistent with those paid for similar work in other activities of state and local government. In those instances in which the

required skills are not found in the Participant's organization, rates should be consistent with those paid for similar work in the 15 labor markets in which the Participant competes for the kind of services involved. Volunteers with no historic preservation education or experience may claim only the minimum wage rate.

4. Volunteers Employed by Other Organizations: When an employer, other than the Grantee, furnishes the services of an employee, these services shall be valued at the employee's regular rate of any (exclusive of fringe benefits and overhead costs), provided these services are in the same skill for which the employee is normally paid. This rate shall not exceed the maximum daily rate of compensation for a GS-18 position in the federal civil service, as established by law.

D. **Billing.**

1. Taking into account a four-to-six-week delay between the time a payment request is submitted to the OHP and the time the OHP provides the requested federal funds, the Participant shall submit its payment requests so as to minimize the time elapsing between receipt and disbursement of funds.
2. The Participant shall have sufficient working capital to ensure that the project progresses on schedule even though payments from the OHP are unexpectedly delayed.
3. When seeking reimbursements, the Participant shall base its billings upon financial records for both the federal and nonfederal shares of project costs which are supported by appropriate documentation. All reimbursement requests shall be accompanied by copies of timesheets, cancelled checks, receipts, etc., for OHP's verification before payment.
4. The Participant shall submit billings during the project period for this agreement. The final billing statement with documentation sufficient for audit dated prior to end of the contract period, shall be submitted with the Final Report as described in this agreement.
5. Participant may also submit supplemental billing statements during the project period with progress reports but must include an itemization of expenditures or receipts or timesheets of work completed.
6. The Participant shall submit billings on the billing statement form (DPR 417) prescribed by the OHP. The OHP need not make payment on billings submitted in other formats. The Participant shall submit billings in duplicate, each with an original signature, to: Office of Historic Preservation, Department of Parks and Recreation, ATTN: Fiscal and Grants Coordinator, 1725 23rd Street, Suite 100, Sacramento CA 95816. The Participant shall ensure that the billing form bears the signature of the Participant's project representative.
7. After reviewing each billing for accuracy and appropriateness, the OHP shall pay the least of the following: (a) sixty percent of the amount of the total project costs incurred during the billing period shown on the billing: (b) the amount of cash outlays made during the billing period as shown on the billing; and (c) the amount of federal grant funds available for support of the project as shown in the project funding section of this agreement.
8. The OHP will not reimburse more than ninety (90%) percent of allocated grant funds until the OHP has verified completion of the project, and if necessary, until an audit approval has been received by the OHP for the Audits Section of the Department of Parks and Recreation.

E. **Approved Indirect Rate**. The federally negotiated indirect rate plus administrative costs to be applied against this agreement shall not by statute 54 U.S.C. 302902, commonly known as Section 102(e) of the NHPA, exceed 25 percent of the total project cost. Indirect costs will not be allowable charges against this agreement unless specifically included as a line item in the approved budget incorporated into this agreement. If indirect costs are allowable charges, a copy of the Participant’s approved negotiated indirect rate shall be provided to the OHP.

F. **Pre-Award Incurrence of Costs**. The Participant shall be entitled to costs incurred on or after Start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the

written approval of the Awarding agency. Pre-award costs shall only be applied to the non-Federal cost share and are not eligible for reimbursement.

IV. CHANGES

A. **Budget**. The Participant and OHP understand that the Participant is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make program changes to the project.

B. **OHP Approval**. Notwithstanding the provisions of the foregoing paragraph, the Participant shall obtain from the OHP prior approval for: (a) any substantive revision of the scope, objectives, or budget of the project; (b) extension of the need for federal funds; (c) changes in key persons, including all persons filling positions for which the incumbent must meet the Secretary of the Interior's professional qualifications standards; (d) additional contracts or hiring to perform activities that are central to the project; and (e) new or revised performance or reporting milestones. The Participant shall make requests for such changes in writing. The OHP shall approve or disapprove in writing. If appropriate, the Participant and the OHP shall amend this agreement to include approved changes.

V. REPORTS AND RECORDS

A. **General**. All Participant financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR 200-200.337 and the Historic Preservation Fund Grants Manual.

B. **Service Records**. Records of personal services contributions, whether paid or volunteer, shall include timesheets bearing the signature of the person whose time is contributed and of the supervisor verifying that the record is accurate. "Personnel Activity Reports" as specified in OMB Circular A-21 and its successors shall be acceptable as documentation of time spent on this project by "professional" and "professorial" staff. Volunteer records shall show the actual hours worked, the specific duties performed, and the basis for determining the rate of contribution. These records shall be included with the audit material. The Participant shall keep such records, maps, and reports as the OHP and Interior prescribe, including records that fully disclose the dispositions by the Participant of federal grant funds, total cost of the project, the amount and nature of that portion of the cost of the project supplied by other sources, and such other records as will facilitate an effective audit.

C. **Financial Records**. During its regular office hours, the Participant shall make financial records available to the OHP, Interior, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of inspection, copying, and audit. The Participant shall provide copies of such records to the OHP if requested to do so by the OHP and shall retain such records for three years following project termination. Project records shall be retained by Participant for three years following project completion or longer until notification that the Federal audit covering the project has been closed.

D. **Single Audit Act**. If a local government, the Participant shall comply with the Single Audit Act of 1984, and furnish the OHP with a copy of the audit report within thirty (30) days after issuance. If a university or nonprofit organization, the Participant shall comply with the audit requirements of OMB Circular A-133. The Participant shall reimburse the OHP for costs disallowed during an audit.

E. **Publications**. In regard to all copyrightable material, which are produced as a deliverable under this project, including but not limited to books reports, plans, photographs, drawings, films,

recordings, videotapes, and computer programs, which are produced as part or result of this project, the Participant must grant the United States of America a royalty-free non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use of others, of all copyrightable material first produced or composed under this Agreement by the Participant, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

1. Any publications resulting from the project shall contain the following statements: "The activity which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior, through the California Office of Historic Preservation. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the California Office of Historic Preservation, nor does mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the California Office of Historic Preservation. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, sex, age, disability, or national origin. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127
2. The Participant shall provide three copies of all publications to the OHP no later than at the end of the project period.

VI. OTHER REQUIREMENTS

A. **OMB Circulars and Other Regulations.** The following Federal Regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov):
   1. **Administrative Requirements:**
      a. 2 CFR 200,“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
   2. **Determination of Allowable Costs:**
      a. 2 CFR 200, Subpart E, "Cost Principles”
   3. **Audit Requirements:**
      a. 2 CFR 200, Subpart F, “Audit Requirements”
   4. **Code of Federal Regulations/Regulatory Requirements:**
      a. 2 CFR 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"
      b. 2 CFR 180 and 1400, "Non-Procurement Debarment and Suspension" (previously located at 43 CFR, 42, "Government wide Debarment and Suspension (NonProcurement)")
      c. 43 CFR 18, "New Restrictions on Lobbying"
      d. 2 CFR 175, "Trafficking Victims Protections Act of 2000"
      e. FAR Clause 52.203-12, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions”
      f. 2 CFR 25, “System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)”
      g. 2 CFR 170,"Reporting Subawards and Executive Compensation" or FFATA (Refer to XII.B.11)

B. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V. Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities religion, age, or sex.

C. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter printed or written matter, or other device, intended or designed to influence in ay any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere, with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violation of section 1352(a) title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008(P.L. 110-161) also apply.

D. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

E. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

F. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the OHP and the Assignee.

G. **Member of Congress.** Pursuant of 41 U.S.C. §22. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

H. **Agency.** The Participant is not an agent or representative of the United States, the Department of the Interior, NPS, or the State, nor will the Participant represent its self as such to third parties. NPS and State employees are not agents of the Participant and will not act on behalf of the Participant.

I. **Non-Exclusive Agreement.** This Agreement in no way restricts the Participant or OHP from entering into similar agreements or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

J. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or OHP and Participant or its representatives. No representative of Participant shall perform any function or make any decision properly reserved by law or policy to the Federal government.

K. **No Third-Party Right.** This Agreement creates enforceable obligations between NPS, OHP and Participant. Except as expressly provided herein, it is not intended nor shall it be construed to

create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

L. **Foreign Travel.** The Participant shall comply with the provisions of the Fly American Act (49 U.S.C. 40118). The implanting regulations of the Fly American Act are found at 41 CFR 301-10.131 through 301-10.143.

M. **Public Information and Endorsements**
1. Participant shall not publicize or otherwise circulate promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Participant represents. No release of information relating to this award may state or imply that the Government approves of the Participant's work product to be superior to other or services.
2. Participant must provide a digital copy of any public information releases concerning this award that refer to the Department of the Interior, National Park Service, OHP or Historic Preservation Fund. Specific text, layout photographs, etc. of the proposed release may be submitted for prior approval.
3. As stipulated in 36 CFR 800, public views and comments regarding all Federally-funded undertaking on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in on or more major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.
4. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

N. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with other; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

O. **Audit Requirements**
1. Non-Federal entities that expend $750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200, Subpart F.
2. Non-federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
3. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/Default.aspx.

P. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR 200.317-200.326.

Q. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of the text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned, or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

R. **Seat Belt Provision.** The Participant is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

S. **Participant Employee Whistleblower Rights and Requirement to Inform Employees of Whistle-blower Rights.**
   1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistle-blower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act of Fiscal Year 2013 (P.L. 112-239).
   2. The Participant shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712.
   3. The Participant shall insert the substance of this clause, including this subsection (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR 52.203-17 (as referenced 42 CFR 3.908-9).

T. **Reporting Executive Compensation**
   1. Participant must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Ace (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to https://www.fsrs/gov/ for more information.

U. **Conflict of Interest**
   1. The Participant must establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Participant is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Participant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and nay other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Participant and/or Participant's employees and Sub-recipients in the matter.
   2. The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

3. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR part 180).

V. **Minimum Wages Under Executive Order 13658 (January 2015)**

1. Definitions. As used in this clause:
   a. "United States" means the 50 states and the District of Columbia.
   b. "Worker"
      i. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13568; and
      ii. Whose wage under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
      iii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR 541.
      iv. Regardless of the contractual relationship alleged to exist between the individual and the employer.
      v. Includes workers performing on, or in connection with, the agreement whose wages are calculated to special certificates issued under 29 U.S.C. §214(c).
      vi. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
2. Executive Order Minimum Wage rate.
   a. The Participant shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of $10.60 per hour beginning January 1, 2016.
   b. The Participant shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determination in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://sam.gov/content/wage-determinations (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
   c. The Participant may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
      i. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Participants shall consider any Subrecipient requests for such price adjustment.
      ii. The Awarding Officer will not adjust the agreement price under the clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses

implements the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. The Participant warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
e. The Participant shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Participant may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23,Deductions.
f. The Participant shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
g. Nothing in this clause shall excuse the Participant from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
h. The Participant shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
i. The Participant shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30.00 a month in tips.

3. This clause applies to workers as defined in Section 1.b of this agreement condition. As provided in that definition:
   a. Workers are covered regardless of the contractual relationship alleged to exist between the Participant or Subrecipient and the worker;
   b. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
   c. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
4. This clause does not apply to:
   a. Fair Labor Standards Act (FLSA) - covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20% of their hours worked in a particular workweek performing in connection with such agreements;
   b. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. §213 (a) and (b), unless otherwise covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:
      i. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).
      ii. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).
      iii. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(1) and 29 CFR 541).
5. Notice. The Participant shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Participant shall post notice, utilizing the poster provided by the Administrator, which can be

obtained at www.dol.gov/whl/govcontracts, in a prominent and accessible place at the worksite. Participants that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Participant, whether external or internal, and customarily use for notices to workers about terms and conditions of employment.

6. Payroll Records
   a. The Participant shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
      i. Name, address, and social security number,
      ii. The worker's occupation(s) and classification(s);
      iii. The rate or rates of wages paid;
      iv. The number of daily and weekly hours worked by each worker;
      v. Any deductions made; and
      vi. Total wages paid.
   b. The Participant shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Participant shall also make such records available upon request of the Contracting Officer.
   c. The Participant shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
   d. Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
   e. Nothing in this clause limits or otherwise modifies the Participant's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
7. Access. The Participant shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
8. Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Participant under this or any other Federal agreement with the same Participant, sufficient to pay workers the full amount of wages required by this clause.
9. Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning the Participant's compliance with Department of Labor regulations at 29 CFR §10. Such disputes shall be resolved in accordance with those. This includes disputes between the Participant (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
10. Antiretaliation. The Participant shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
11. Subcontractor compliance. The Participant is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

W. **Patents and Inventions**. Participants of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/20/2026

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**
Other Professional Services	200164	6106	TBA	13,860.00
Full Time Salaries	200164	5001	TBA	840.00
Reimbursed Expenditures	200164	6912	TBA	(4,200.00)
City Match	101164	6912	TBA	4,200.00
				$ 14,700.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	TBA	10,500.00
				$ 10,500.00 -

JUSTIFICATION: Add additional appropriation to administer the State Office of Historic Preservation 2025 Historic Preservation Fund grant for the implementation of the City of Redlands historic survey.

Requested By: Sean Reilly
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council **AGENDA ITEM NO. I9.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the 2026 and 2027 CAL FIRE Fire Center - Project Request and Record forms and Cooperative Agreement/License with the California Department of Forestry and Fire Protection (CAL FIRE) for conservation, fuels management, and hazard reduction projects; and authorize the Fire Chief or designee to execute subsequent project documentation (Fire Chief Sessler)

MOTION:

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

1. I move to approve the 2026 and 2027 CAL FIRE Fire Center - Project Request and Record Forms (Form FC-32A) and the Cooperative License Agreement (Form 719) between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for the use of California Conservation Corps and California Military Department Handcrews to perform conservation, fuels management and hazard reduction projects; and

2. Authorize the Fire Chief or their designee to execute subsequent project request documentation as required by CAL FIRE for individual area projects.

RECOMMENDATION:

Staff recommends that the City Council approve the 2026 and 2027 CAL FIRE Fire Center – Project Request and Record forms (Form FC-32A) and the CAL FIRE Cooperative License Agreement (Form 719) between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for the use of California Conservation Corps and California Military Department Handcrews to perform conservation, fuels management and hazard reduction projects. Staff further recommends City Council authorize the Fire Chief or their designee to execute subsequent project documentation.

DISCUSSION:

The City entered into a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CAL FIRE) on September 1, 2026, providing the City with access to California Conservation Corps and California Military Department Handcrews to assist with conservation, fuels management and hazard reduction projects. The MOU is identified as the CAL FIRE Fire Center - Memorandum of Understanding (Form FC-31A) and will remain in effect through December 31, 2027, unless terminated earlier in accordance with its terms. Following execution of the MOU, staff identified the next steps to establish the annual agreement for the conservation, fuels management and hazard reduction projects.

The proposed documents include separate CAL FIRE Fire Center – Project Request and Record forms (Form FC-32A) for calendar years 2026 and 2027, as well as a CAL FIRE Cooperative License Agreement (Form 719). The Cooperative License Agreement is limited to public parcels and public right-of-way areas. Additionally, staff is requesting authorization for the Fire Chief or the Fire Chief's designee to execute subsequent individual project request documentation packets as required by the CAL FIRE Unit Chief or Vegetation Management Plan Coordinator. These project documentation packets include technical details of the specific project worksite utilizing supplemental CAL FIRE Cooperative License Agreements (Form 719), parcel maps, and work area maps. Potential project areas will be evaluated on a case-by-case basis consistent with the City of Redlands' adopted Community Wildfire Protection Plan and Local Hazard Mitigation Plan.

Private property owners may request conservation, fuels management, and hazard reduction projects directly through the CAL FIRE Vegetation Management Plan Coordinator. Any projects on private parcels shall be actioned directly with property owner and CAL FIRE Vegetation Management Plan Coordinator including their own respective CAL FIRE Cooperative License Agreement (Form 719), permissions and right of entry documentation, liability documentation, as well as any associated costs paid by the property owner directly.

These projects are critical components of the City's ongoing wildfire mitigation efforts and help reduce vegetation hazards, protect public infrastructure and improve community safety.

ALTERNATIVES:

The City Council may choose not to approve the 2026 and 2027 CAL FIRE Fire Center - Project Request and Record (Form FC-32A) and Cooperative Agreement/License(Form 719) with CAL FIRE. Under this option, the City would not have access to California Conservation Corps and California Military Department Handcrews through this partnership and would need to identify alternative resources to complete future conservation, fuels management and hazard reduction projects. This may require the use of additional City resources, contracted services, or other funding sources to accomplish necessary wildfire mitigation work.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Vince Anderson, Fire Marshal

FISCAL IMPACT

Fiscal Year: FY 2027 and 2028

Revenue Generating: No

Amount: $ 2,000

Budgeted Y/N: Y

Account No.: 101251-6710 (Special Contractual Services)

Additional Appropriation Required: No

Discussion: California Department of Forestry and Fire Protection (CAL FIRE) does not charge municipalities to utilize the California Conservation Corps and California Military Department handcrews for hazard reduction projects as outlined in the MOU and agreements of the program. An estimated $2000.00 is anticipated for fees associated with dumpster use and hauling of treated vegetation to an approved receiving facility per Solid Waste Division standard practices.

Attachments

CAL_FIRE_Form_719_Redlands_2026_and_2027_Cooperative_Agreement_License.pdf
CAL_FIRE_Form_FC-32A_Redlands_2026_Project_Request_And_Record.pdf
CAL_FIRE_Form_FC-32A_Redlands_2027_Project_Request_And_Record.pdf

CAL FIRE # _____
(No. assigned by HQ TS, Right of Way Unit)

COOPERATIVE AGREEMENT/LICENSE

PROJECT NAME:	Redlands Fuel Reduction	**UNIT**	
Designated **LICENSOR:** (Owner as Recorded)	City of Redlands	Designated **LICENSEE:** Supervising Right of Way Agent	
AUTHORITY CITED:	*Public Resources Code 4141. The Department may, for the prevention and suppression of forest fires, enter into cooperative agreements with any person, firm, association, or corporation that owns or controls any forest, brush, grass, or grain lands, under such terms as the Department deems advisable, and may renew, revise, or terminate these agreements.* Government Code 14662.5. *In any agreement entered into whereby the state obtains a grant of easement, lease, license, right-of-way entry (including without limitation, a right-of-way, or right of entry on or over property of any railroad), the state agency or its director entering into the agreement on behalf of the state may agree to indemnify and hold harmless the grantor, lessor, or licensor and may agree to repair or pay for any damage proximately caused by reason of the uses authorized by such easement, lease, license, right-of-way, or right of entry agreement.*		

THIS AGREEMENT DATED: October 20, 2026

This agreement will remain in effect for a period of up to ten (10) years or until LICENSOR or LICENSEE terminate the agreement or property changes ownership and thereby shall be renewed).

By and between LICENSOR and LICENSEE, named above, in consideration of public services to be performed by LICENSEE for the prevention and suppression of forest fires, hereby licenses to the LICENSEE, use of the property under the ownership and/or control of LICENSOR, described as follows:

PROPERTY DESCRIPTION:	*Provide address, Assessor Parcel Number (APN) and/or portion of Section/Township/ Range, and/or other parcel identifier(s): (attach table identifying landowner(s) and associated APN's or identifying legal description.)* Potential projects areas for manual fuel reduction activities will be evaluated on a case-by-case basis as identified in the adopted City of Redlands Community Wildfire Protection Plan and Local Hazard Mitigation Plan.

COOPERATIVE AGREEMENT/LICENSE

for Prevention and Suppression of Forest Fires
CAL FIRE 719 (REV. 1/26) (Page **2** of **5)**

CAL FIRE # _____
(No. assigned by HQ TS, Right of Way Unit)

PURPOSE:	Said Agreement on the above described premises will be as follows: ☑ Right of entry for field work related to the development of Fuels Reduction Projects. (No California Environmental Quality Act (CEQA) documentation required, no ground disturbing activities required) ☐ Implementation of work per approved CEQA documentation. (Non-fire specific) CEQA State Clearing House Identification Number required. SCH ID #: _____ ☐ Other: _____ Purpose Description: Manual fuel reduction activities including removal of brush, grasses, and invasive/non-native species on public parcels and public right-of-way areas in areas identified in the City of Redlands Community Wildfire Protection Plan and Local Hazard Mitigation Plan. The City's CAL FIRE Cooperative Agreement/License (Form 719) is limited to public parcels and public right-of-way areas. Private property owners are permitted to request conservation, fuels management, and hazard reduction projects directly through the CAL FIRE Vegetation Management Plan Coordinator. Requests for projects on private parcels and their respective permissions and liability documentation shall be actioned directly between property owner and CAL FIRE Vegetation Management Plan Coordinator through respective CAL FIRE Cooperative Agreement/License (Form 719), with any associated costs paid directly by the property owner. Treated vegetation will be chipped on site or placed in property owner provided dumpsters for hauling and processing.

ATTACHMENTS:	Total number of pages attached 4, if applicable - include the following checked items: ☐ Legal description ☑ Location map ☐ Site plan ☐ Assessors map (with project boundaries) ☐ Other: _____
SUBJECT TO:	To the extent that they can legally do so, both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of any persons not acting under or on behalf of either party to this agreement, its servants, agents, or employees. This form must be routed to Sacramento Right of Way Unit if exchange of resources for the project is required.
RIGHT TO TERMINATE:	Either party may terminate this Agreement with 90 days written notice, and in event of and prior to such termination, reserves the right to remove any improvement erected by it upon the said premises.

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT/LICENSE

for Prevention and Suppression of Forest Fires
CAL FIRE 719 (REV. 1/26) (Page **3** of **5)**

CAL FIRE # _____
(No. assigned by HQ TS, Right of Way Unit)

LICENSOR
or authorized Agent for landowner:

LICENSEE:

Print Name: Mario Saucedo, Mayor City of Redlands Signature: _____ Owner ☐ Agent ☑ (Controls Property) *Signature: _____ Date: 10/20/2026 Email: _____ *Note: Under penalty of perjury Authorized agent signature acknowledges owner consent.	State of CA Department of Forestry and Fire Protection Unit Chief or Vegetation Management Plan (VMP) coordinator Signature: _____ Date: _____ Email: _____
	**Technical Services Supervising Right of Way Agent Signature: _____ Date: _____ **Signature required if funds are exchanged for the project.

CAL FIRE # _____
(No. assigned by HQ TS, Right of Way Unit)

COOPERATIVE AGREEMENT/LICENSE (CAL FIRE 719) INSTRUCTIONS

CAL FIRE has its own statutory authority to enter into agreements with property owners for the prevention and suppression of forest fires, including, but not limited to: fire access truck trails, fuel breaks, weather telemetry stations, surveys for CEQA, access roads, utilities, water facilities, training sites, fire control staging areas, communications, etc.

Unit to fill in the form according to the following instructions:

Maintain CAL FIRE-719 form file at the Unit level when there is no exchange of funds and the 719 is used for access for the prevention and suppression of forest fires. This includes but is not limited to: maintenance of fire access truck trails, fuel breaks, weather telemetry stations, surveys for CEQA, access roads, utilities, water facilities, training sites, fire control staging areas, and communications sites.

Provide CEQA documentation (if applicable) when requesting a CAL FIRE NUMBER. The use of this form is not for beneficial fire agreements. A RM-70, RM-75, or RM-80 is to be used for beneficial fire agreements.

If the project does have an exchange of funds for the landowner, then submit a completed CAL FIRE-719, project map outlining affected APN(s) for each affected ownership, and attached documents via email, to the Right of Way Unit, Sacramento Headquarters, Technical Services – rightofwayunit@fire.ca.gov for review prior to gaining property owner signature. Once landowner(s) and attached documentation are verified, the CAL FIRE-719 will be returned with an assigned CAL FIRE NUMBER, and Supervising Right of Way Agent approval.

1. Once approved and returned to you via email or through DocuSign signature application the submitter will acquire landowner(s) signature via DocuSign or “wet ink”.
2. Have all originals signed and dated by an appropriate CAL FIRE person responsible for the agreement (Unit Chief or VMP coordinator), in the LICENSEE section **BEFORE** sending out to “LICENSOR” for signature.
3. Return the DocuSign form through email or completed originals with wet signatures to the Right of Way Unit, Sacramento Headquarters, Technical Services, Right of Way Unit - **PO BOX 944246, Sacramento, CA 94244-2460 or if using overnight mail, 1131 S Street, Sacramento, CA 95811**.
4. When received by Sacramento Headquarters, Technical Services, Right of Way Unit, the Supervising Right of Way Agent will sign and date, as the Licensee for the State of California. (DocuSign or applicable signature application is an allowable signature)
   If wet ink signatures are used:
   - Executed originals will be returned to the Unit for distribution. Maintain one for the Unit and one for the Landowner, “Licensor”.
   - One (1) fully executed agreement will be retained by Sacramento Headquarters, Technical Services, Right of Way Unit.
5. If payment is involved, Sacramento Headquarters, Technical Services, Right of Way Unit, will notify accounting to schedule payment(s).

CAL FIRE # _____
(No. assigned by HQ TS, Right of Way Unit)

FIELDS TO BE FILLED:

CAL FIRE NUMBER: Provided by Sacramento Headquarters, Technical Services, Right of Way Unit when an exchange of funds occurs with the landowner.

PROJECT: Provide Project Name. (Location, Purpose, i.e. Redding AAB, Air Attack Management Class).

UNIT: Provide Project Unit location.

LICENSOR: Provide Name of Property Owner or landowner representative.

LICENSEE: This is the Right of Way agent in Technical Services, only complete if Funds are exchanged for the agreement.

THIS AGREEMENT: Enter date Agreement is to begin. (Allow 1-2 weeks for review and approval).

PROPERTY DESCRIPTION: Provide Address, APN, and/or portion of Section/Township/Range, and/or any other identifier(s).

PURPOSE: Provide specific details of what property is to be used for.

ATTACHMENTS IF NEEDED: If applicable, enter the number of pages of attachments to be submitted. Double click on box that applies if including an attachment. Under “default value” choose “checked”. When checking “other”, please provide brief description (i.e. Fee and Schedule, additional detail, etc.).

CITY OF REDLANDS
Community Wildfire Protection Plan

Adoption Date March 4, 2025



Landscape Management / Prioritized Hazardous Fuel Reduction Treatments

The following areas within the City of Redlands CWPP planning area have been identified and prioritized for hazardous fuel reduction treatments (Table 5; Table 6; Figure 8).

Table 5. City of Redlands CWPP Fuel Treatment Project Priorities, Locations, Size and Methods of Treatment: Right of Way & Private Parcels

Fuel Treatment Projects and Priorities – Right of Way & Private Parcels				
Priority	**Name**	**Location**	**Size**	**Method(s)**
1	S Sunset Drive Public Right of Way	Sunset Drive between Alessandro Road & Vinton Way	2 Miles	Manual Thinning & Tree Limbing
2	Alessandro Road Public Right of Way	Alessandro Road between Crescent Avenue & Carob Street	0.5 Mile	Manual Thinning & Tree Limbing
3	Garden Street Public Right of Way	Garden Street between Halsey Street and Rossmont Drive	1 Mile	Manual Thinning & Tree Limbing
4	Alessandro Rd/Sunset Dr Perimeter Fuel Break	Vacant parcels east of Alessandro Road & south of Sunset Drive	30 Acres	Manual & Mechanical Thinning
5	Mistretta Canyon Parcels Perimeter Fuel Break	Vacant parcels east of South Lane & south of Highview Drive	15 Acres	Manual & Mechanical Thinning
6	I-10/Wabash – Crystal Springs Parcel	East of Wabash Avenue & south of I-10	9 Acres	Manual & Mechanical Thinning
7	Alessandro Road Public Right of Way	Alessandro Road between Sunset Drive and Deer Trail Drive	0.5 Mile	Manual Thinning & Tree Limbing
8	Wabash Avenue Right of Way	Wabash Ave. Between I-10 & Sunset Drive	7 Acres	Manual Thinning
9	Live Oak Canyon Road Public Right of Way	30915 to 32032 Live Oak Canyon Rd	2 Miles	Manual Thinning
10	Edgemont/Fairmont Right of Way & Fuel Break	Edgemont & Fairmont Drives between	12 Acres	Manual & Mechanical Thinning, Tree Limbing
11	Boyscout Road Right of Way	Boyscout Road / San Timoteo Canyon roadway	1 Mile	Manual & Mechanical Thinning
12	Pilgrim Road Right of Way	Pilgrim Road / San Timoteo Canyon roadway	.05 Mile	Manual & Mechanical Thinning
13	Terracina Recovery LLC Parcels Perimeter Fuel Break	Vacant parcels north of Reservoir Road & south of Camelot Drive	7 Acres	Manual & Mechanical Thinning
14	Elder Road Public Right of Way	Elder Road between Canyon Road and Sunset Drive	0.75 Mile	Manual Thinning & Tree Limbing
15	Redlands Boulevard Public Right of Way	Redlands Boulevard between Highland Boulevard and Ford Street	0.5 Miles	Manual Thinning & Tree Limbing

Table 6. City of Redlands CWPP Fuel Treatment Project Priorities, Locations, Size and Methods of Treatment: Critical Infrastructure & HVRA

Fuel Treatment Projects and Priorities – Critical Infrastructure & HVRA				
Priority	**Name**	**Location**	**Size**	**Method(s)**
1	City of Redlands Water Tank Reservoir	13212 Helen Court	10 Acres	Manual Thinning – possible site for animal grazing
2	Tate Water Plant	3050 Mill Creek Rod	2 Acres	Manual & Mechanical Thinning
3	Hinckley Water Plant	1604 Crafton Avenue	2 Acres	Manual & Mechanical Thinning
4	Western Heights Water Tank Reservoir	31721 Highview Drive	1 Acre	Manual Thinning
5	Western Heights Water Tank Reservoir	301 Kelisa Circle	3 Acres	Manual Thinning

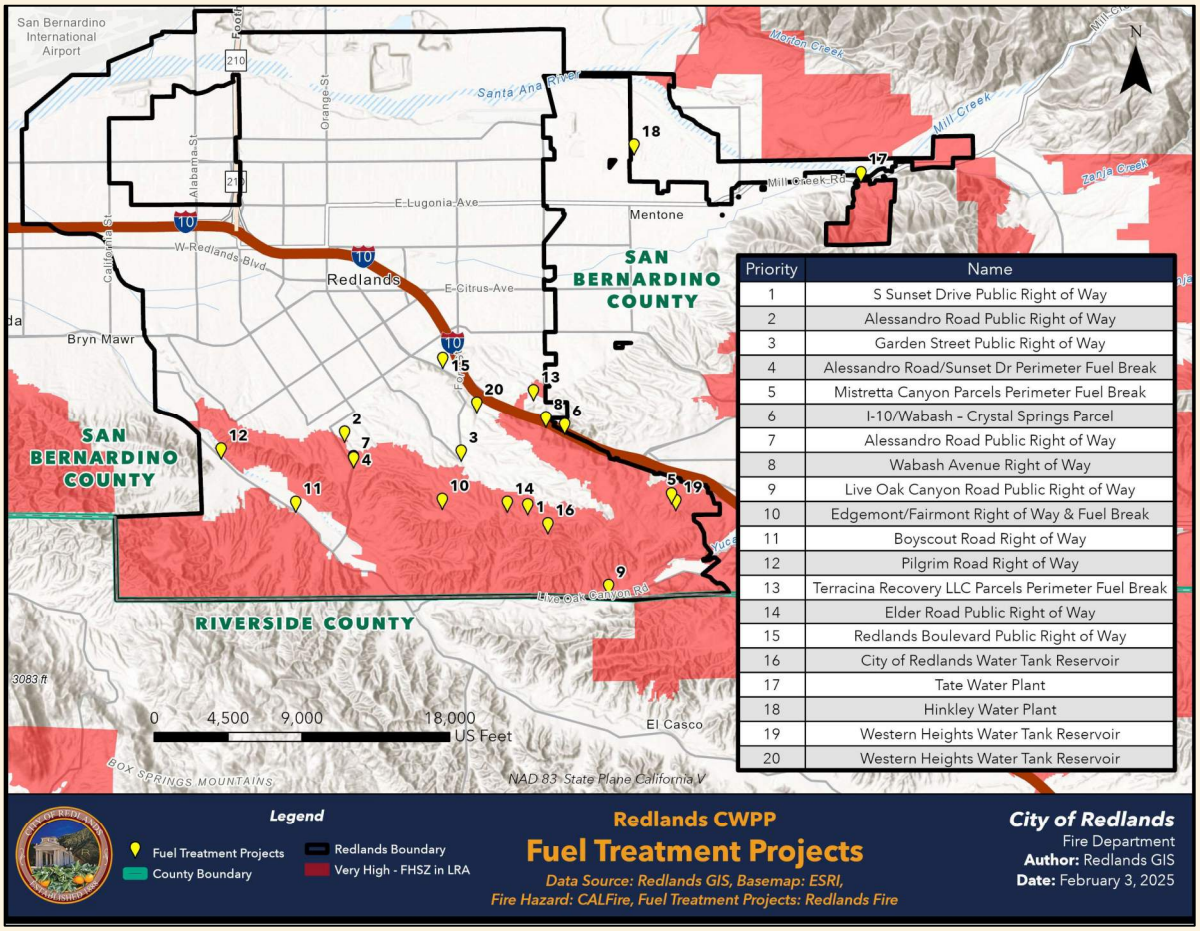


Figure 8. Map of the City of Redlands CWPP Fuel Treatment Project Priorities and Locations

MOU #_____

CAL FIRE USE ONLY	
	PROJECT NAME Redlands Fuel Reduction
	DATE 5/7/26
	FC-79 CODING

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME David Haas	
	ADDRESS 3800 N. Sierra Way	
	CITY, STATE San Bernardino CA	
	PHONE 909-881-6955	FAX

SPONSORING AGENCY	
	NAME City of Redlands
	ADDRESS 35 Cajon Street, Suite 4
	CITY, STATE Redlands, CA
	PHONE 909-798-7601
	FAX
	PAGER
	COMMENTS:

CAL FIRE USE ONLY	CAL FIRE-CHECKLIST
	INITIAL INSPECTION ✔
	PROJECT NUMBER ✔
	IIPP-2 JOB HAZARD ANALYSIS ✔
	IIPP-3 CODE OF SAFE PRACTICES ✔
	IIPP-4 JOB SAFETY SURVEY ✔
	IIPP-6 EMPLOYEE TRAINING ✔
	CEQA/NEPA COMPLETED ✔
	FC-31A ATTACHED AND SIGNED ✔
	SLASH & PILE BURNING PROCEDURES ☐

PROPERTY OWNER

PRIVATE PROPERTY?	NON PROFIT ORGANIZATION	FORM CAL FIRE-719
(●) YES ( ) NO	( ) YES (●) NO	(●) YES ( ) NO

PROPERTY OWNER
City of Redlands

ADDRESS

CITY/STATE/ZIP	PHONE

DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary)

Manual fuel reduction activities including removal of brush, grasses, and invasive/non-native species on city-owned properties in areas identified in the City of Redlands Community Wildfire Protection Plan and Local Hazard Mitigation Plan. Private property owners are permitted to request conservation, fuels management, and hazard reduction projects directly through the CAL FIRE Vegetation Management Plan Coordinator. Right of entry and permission for any work on private parcels shall be actioned directly with property owner and CAL FIRE Vegetation Management Plan Coordinator through respective CAL FIRE Cooperative Agreement/License (Form 719), with any associated costs paid by the property owner directly. Treated vegetation will be chipped on site or placed in property owner provided dumpsters for hauling and processing.

PERIOD WORK CAN BE PERFORMED	ESTIMATED CREW DAYS
05/2026	Ongoing
REQUESTED START DATE	**REQUESTED FINISH DATE**
05/11/2026	12/31/2026

PLANS ATTACHED
( ) YES (●) NO

PROJECT NAME	SPONSOR'S PRIORITY
Redlands Fuel Reduction	High

PROJECT LOCATION

Multiple properties throughout the City if Redlands.

	GPS COORDINATES

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Project will reduce fire hazard adjacent to communities and critical city infrastructure.

PROJECT SLASH & PILE BURNING PROCEDURES

- ○ YES ◉ NO **Predicted Fire Weather Watches or Warnings**
- ○ YES ◉ NO **Hazard Reduction Pile Burning Checklist (8100)**
- ○ YES ◉ NO **Sponsor has a valid burn permit on site.**
- ○ YES ◉ NO **All slash & piles will be consumed or extinguished prior to crew leaving project site.**
- ○ YES ◉ NO **Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.**
- ○ YES ◉ NO **Notification to agency with fire suppression responsibility for the project burn site.**

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES	Hand tools, saw gas/bar oil, files, weed whip string	6 months
	SPECIAL TOOLS	Roll-off dumpsters; need deteremined & resource provided by City	6 months
	VEHICLE OPERATIONS	ECT/CCC transport vehicles	6 months
	TECHNICAL SUPERVISION AND LABOR	CCC Crew Captains and Engineers	6 months
	OTHER (DESCRIBE)	All resources provided by CAL FIRE, unless identified otherwise	

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY			
	Total $394.32/day (plus current ENY administrative fee)	N/A	$ N/A

By signing below, I CERTIFY that I fully reviewed and agreed to the contents of the Project Request and Record.

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE CHIEF OFFICER	DATE
	COOPERATING AGENCY	DATE
	UNIT CHIEF	DATE

Sponsor	
NAME (PRINT) Mario Saucedo	
SIGNATURE	DATE 10/20/26
TITLE Mayor, City of Redlands	

MOU #_____

CAL FIRE USE ONLY	
	PROJECT NAME Redlands Fuel Reduction
	DATE 5/7/26
	FC-79 CODING

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME David Haas	
	ADDRESS 3800 N. Sierra Way	
	CITY, STATE San Bernardino CA	
	PHONE 909-881-6955	FAX

SPONSORING AGENCY	
	NAME City of Redlands
	ADDRESS 35 Cajon Street, Suite 4
	CITY, STATE Redlands, CA
	PHONE 909-798-7601
	FAX
	PAGER
	COMMENTS:

CAL FIRE USE ONLY	CAL FIRE-CHECKLIST
	INITIAL INSPECTION ✔
	PROJECT NUMBER ✔
	IIPP-2 JOB HAZARD ANALYSIS ✔
	IIPP-3 CODE OF SAFE PRACTICES ✔
	IIPP-4 JOB SAFETY SURVEY ✔
	IIPP-6 EMPLOYEE TRAINING ✔
	CEQA/NEPA COMPLETED ✔
	FC-31A ATTACHED AND SIGNED ✔
	SLASH & PILE BURNING PROCEDURES ☐

PROPERTY OWNER

PRIVATE PROPERTY?	NON PROFIT ORGANIZATION	FORM CAL FIRE-719
(●) YES ( ) NO	( ) YES (●) NO	(●) YES ( ) NO

PROPERTY OWNER
City of Redlands

ADDRESS
35 Cajon Street Suite 4

CITY/STATE/ZIP	PHONE
Redlands CA, 92373	909-798-7601

DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary)

Manual fuel reduction activities including removal of brush, grasses, and invasive/non-native species on city-owned properties in areas identified in the City of Redlands Community Wildfire Protection Plan and Local Hazard Mitigation Plan. Private property owners are permitted to request conservation, fuels management, and hazard reduction projects directly through the CAL FIRE Vegetation Management Plan Coordinator. Right of entry and permission for any work on private parcels shall be actioned directly with property owner and CAL FIRE Vegetation Management Plan Coordinator through respective CAL FIRE Cooperative Agreement/License (Form 719), with any associated costs paid by the property owner directly. Treated vegetation will be chipped on site or placed in property owner provided dumpsters for hauling and processing.

PERIOD WORK CAN BE PERFORMED	ESTIMATED CREW DAYS
01/2027	Ongoing

REQUESTED START DATE	REQUESTED FINISH DATE
01/01/2027	12/31/2027

PLANS ATTACHED
( ) YES (●) NO

PROJECT NAME	SPONSOR'S PRIORITY
Redlands Fuel Reduction	High

PROJECT LOCATION

Multiple properties throughout the City if Redlands.

	GPS COORDINATES

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Project will reduce fire hazard adjacent to communities and critical city infrastructure.

PROJECT SLASH & PILE BURNING PROCEDURES

- ○ YES ◉ NO **Predicted Fire Weather Watches or Warnings**
- ○ YES ◉ NO **Hazard Reduction Pile Burning Checklist (8100)**
- ○ YES ◉ NO **Sponsor has a valid burn permit on site.**
- ○ YES ◉ NO **All slash & piles will be consumed or extinguished prior to crew leaving project site.**
- ○ YES ◉ NO **Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.**
- ○ YES ◉ NO **Notification to agency with fire suppression responsibility for the project burn site.**

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES	Hand tools, saw gas/bar oil, files, weed whip string	6 months
	SPECIAL TOOLS	Roll-off dumpsters; need deteremined & resource provided by City	6 months
	VEHICLE OPERATIONS	ECT/CCC transport vehicles	6 months
	TECHNICAL SUPERVISION AND LABOR	CCC Crew Captains and Engineers	6 months
	OTHER (DESCRIBE)	All resources provided by CAL FIRE, unless identified otherwise	

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY			
	Total $394.32/day (plus current ENY administrative fee)	N/A	$ N/A

By signing below, I CERTIFY that I fully reviewed and agreed to the contents of the Project Request and Record.

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE CHIEF OFFICER	DATE
	COOPERATING AGENCY	DATE
	UNIT CHIEF	DATE

Sponsor	
NAME (PRINT) Mario Saucedo	
SIGNATURE	DATE 10/20/26
TITLE Mayor, City of Redlands	

City Council **AGENDA ITEM NO. I10.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the side letter agreement between the City of Redlands and the Redlands Association of Fire Management Employees (RAFME) amending Article 5 of the RAFME Memorandum of Understanding pertaining to the Salary Range Restructure (Human Resources/Risk Management Director King)

MOTION:

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

I move to approve the side letter agreement between the City of Redlands and the Redlands Association of Fire Management Employees (RAFME), effective July 1, 2026, amending the Memorandum of Understanding pertaining to the Salary Range Restructure.

RECOMMENDATION:

Staff recommends that the City Council approve the side letter agreement between the City of Redlands and the Redlands Association of Fire Management Employees (RAFME), effective July 1, 2026, amending Article 5 of the RAFME Memorandum of Understanding pertaining to the Salary Range Restructure.

DISCUSSION:

The proposed side letter agreement amends Article 5, Salaries, Section C, of the Redlands Association of Fire Management Employees (RAFME) MOU to clarify the parties' intent and memorialize the parties' mutual understanding regarding implementation of the negotiated salary range restructure. Specifically, the side letter clarifies the placement of employees impacted by the elimination and renumbering of salary steps and confirms that service hours accumulated toward an employee's next merit increase will not reset as a result of the restructure.

The side letter is intended to ensure consistent administration of the negotiated provision and does not modify any other wages, benefits, or terms and conditions of employment. All other provisions of the MOU remain in full force and effect.

ALTERNATIVES:
N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Jorge Castillo, HR Manager

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion: Approval of the side letter agreement will have no additional fiscal impact.

Attachments

RAFME_Side_Letter_Agreement_-_Article_5_Signed.pdf

CITY OF REDLANDS AND THE REDLANDS FIRE MANAGEMENT ASSOCIATION SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 to June 30, 2029, Memorandum of Understanding ("MOU") between the Redlands Association of Fire Management Employees ("RAFME") and the City of Redlands ("City") is made and entered into this 1st day of October 2026. RAFME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 29, 2026, RAFME and the City agreed to a Memorandum of Understanding ("RPOA MOU") for the period of July 1, 2026, to June 30, 2029; and

WHEREAS the Parties now wish to clarify their intentions with respect to Article 5 of the RAFME MOU; and

WHEREAS representatives of the City and RAFME have met and conferred in good faith and now wish to effect changes with respect to Article 5 of the RAFME MOU.

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

AGREEMENT

Article 5 of the RAFME MOU, entitled "Salaries" is hereby amended to read as follows:

All unit members shall receive the following: Effective the first full pay period after the City Council approves this MOU, 2026, all unit members will receive a seven percent (7%) increase to base salary.

A. Effective the first full pay period following July 1, 2027, all unit members will receive a three percent (3%) increase to base salary.
B. Effective the first full pay period following July 1, 2028, all unit members will receive a three percent (3%) increase to base salary.
C. Effective the first full pay period after City Council approves this MOU, the City shall eliminate Step 0 and Step 1 on the salary range for each classification. Additionally, current Step 2 will be renumbered to Step 1, current Step 3 will be renumbered to Step 2, current Step 4 will be renumbered to Step 3, and current Step 5 will be renumbered to Step 4. Employees on Step 0 or Step 1 at that time shall immediately be placed on the new Step 1. For those employees being advanced to Step 1, service hours for the purpose of receiving their next merit increase shall not reset.
D. Effective the first full pay period after the City Council approves this MOU, the City shall establish three new steps (Steps 5, 6, 7) at the top of the salary range for each classification. Each of the new steps shall be two and a half (2.5%) higher than the preceding step.
    a. Advancement to new steps 5, 6, and 7 shall continue to occur upon an employee's anniversary date.

CITY OF REDLANDS

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES

Josh Hannan, President

City Council **AGENDA ITEM NO. I11.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Side Letter Agreement between the City of Redlands and the Redlands Association of Management Employees pertaining to Executive Leave (Human Resources/Risk Management Director King)

MOTION:

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

I move to approve the Side Letter Agreement between the City of Redlands and the Redlands Association of Management Employees to amend and modify the Memorandum of Understanding pertaining to Executive Leave.

RECOMMENDATION:

Staff recommends that the City Council authorize and approve the execution of the Side Letter Agreement between the City of Redlands and the Redlands Association of Management Employees to amend and modify the Memorandum of Understanding pertaining to Executive Leave. The current MOU provides 120 hours of Executive Leave annually and states that, during the term of the Agreement, the parties will meet to discuss potential modification of the amount of Executive Leave provided. Following those discussions, the parties reached agreement to increase the annual Executive Leave allotment to 140 hours, with all other applicable Executive Leave provisions remaining unchanged.

DISCUSSION:

The current Memorandum of Understanding for Management Employees provides 120 hours of Executive Leave annually. The MOU also provides that, during the term of the Agreement, the parties would continue discussions regarding a potential modification to the annual Executive Leave allotment.

Following those discussions, the parties reached agreement to increase Executive Leave from 120 hours to 140 hours annually, effective January 1, 2027. All other provisions governing Executive Leave, including the existing carryover limitation, will remain unchanged.

Approval of this item will implement the agreed-upon modification to the Executive Leave benefit for Management Employees.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Jenna Yorck, HR Manager

FISCAL IMPACT

Fiscal Year: 2027

Revenue Generating: No

Amount:

Budgeted Y/N: No

Account No.:

Additional Appropriation Required: No

Discussion:

Approval of the RAME side letter will increase the City's personnel costs. While portions of the RAME MOU negotiated compensation and benefit changes were included in the adopted Fiscal Year 2026-27 and Fiscal Year 2027-28 Budget, the side letter also include changes that exceed the amounts budgeted or have not yet been fully incorporated into the City's financial forecast. Staff will continue to evaluate the cumulative impact of the approved side letter and will return to the City Council with any necessary budget adjustments during the Mid-Biennium budget update.

Attachments

RAME_Side_Letter_Agreement_-_Article_25_Executive_Leave_Signed.pdf

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES

SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 - June 30, 2029, Memorandum of Understanding between the Redlands Association of Management Employees (RAME) and the City of Redlands ("City") is made and entered into this 21st day of September, 2026. RAME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 16, 2026, RAME and the City agreed to a Memorandum of Understanding ("RAME MOU") for the period of July 1, 2026 to June 30, 2029; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 12, Section A of the RAME MOU; and

WHEREAS, representatives of the City and RAME have met and conferred in good faith and now wish to effect changes with respect to Article 52 of the RAME MOU.

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

AGREEMENT

Article 25 of the RAME MOU, entitled "Executive Leave" is hereby amended to read as follows:

Article 25. EXECUTIVE LEAVE

Unit employees shall receive one hundred twenty (120) hours of Executive Leave annually for use during the calendar year. Any leave hours above twenty (20) hours on the books as of December 31 of each year, shall be removed and not carry over to the following year. During the term of the Agreement, the parties agree to meet to discuss potential modification of the amount of Executive Leave provided annually under this Agreement. The parties acknowledge that the City is under no obligation to make any modification to the amount of Executive Leave provided under this Agreement and that any inability to reach agreement shall not be subject to impasse resolution procedures.

Effective 1/1/27 Unit employees shall receive one hundred forty (140) hours of Executive Leave annually for use during the calendar year.

All other provisions in this article remain unchanged.

CITY OF REDLANDS	REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES
Mario Saucedo, Mayor	Brian Foote, President

Attest:

_____

Jeanne Donalson, City Clerk

City Council **AGENDA ITEM NO. I12.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Sole Source Professional Services Agreement with Active Network, LLC for Recreation Management Software and Payment Processing Services for an initial term of three years with Estimated Annual Software Service Costs of $38,580, Plus Applicable Transaction Fees (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to approve a Sole Source Professional Services Agreement with Active Network, LLC for recreation management software and payment processing services for an initial term of three (3) years under the fee schedule established in the Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a Sole Source Professional Services Agreement with Active Network, LLC for recreation management software and payment processing services for an initial term of three (3) years under the fee schedule established in the Agreement.

DISCUSSION:

The Facilities and Community Services Department utilizes Active Network, LLC (ACTIVENet), a comprehensive recreation management software system, to support daily operations across multiple divisions and facilities. This system is critical to City operations, supporting transaction processing, facility reservations, program registrations, league management, and membership services.

The City currently relies on ACTIVENet to:

- Process online and in-person payments;
- Manage facility reservations and rentals;
- Administer recreation programming and activity registration;
- Support sports league scheduling and operations; and
- Maintain memberships across City facilities.

The proposed agreement provides continued access to key system modules, including Program Registration, Point of Sale (POS), League Management, Facility Management, and Memberships. These modules are fully integrated and provide a centralized platform that enhances operational efficiency and improves public access to services.

The agreement establishes a transaction-based fee structure rather than a traditional fixed-fee invoicing model. Applicable fees are deducted from transaction proceeds prior to remittance to the City or passed directly to customers at the point of sale, depending on the fee type.

Key financial terms include:

- **Estimated Annual Software as a Service cost of $38,580** – Represents ACTIVENet's projected annual software service cost based on anticipated transaction volume. This amount is not directly billed to the City and is recovered through transaction processing revenues.

- **5.5% Online Transaction Fee** – Applied to all online registrations and online electronic check transactions completed through the ACTIVENet Customer Interface. This fee is paid by participants at the time of registration.

- **3.0% In-Person Credit Card Processing Fee** – Applied to all in-person credit and debit card transactions and passed through to customers at the point of sale.

- **2.5% Technology Fee** – Applied to all in-person transactions, including cash, check, and card payments. This fee supports the operation of the ACTIVENet platform and is deducted from transaction proceeds prior to remittance.

- **0.5% Electronic Check Processing Fee** – Applied when participants make payments using electronic check (ACH) transactions. This fee may be either absorbed by the City or passed through to participants depending on system configuration.

- **$0.10 Refund Transaction Fee** – Charged to the City for each refund processed through the ACTIVENet system.

Applicable fees are deducted directly from transaction proceeds prior to remittance to the City. The agreement also incorporates a Payment Services Agreement outlining compliance requirements, including adherence to Payment Card Industry Data Security Standards (PCI DSS), card brand rules, and applicable federal regulations related to financial transactions and identity verification.

The initial term of the agreement is three (3) years and includes automatic renewal provisions unless terminated in accordance with the agreement terms.

Given the specialized nature of the software and the City’s reliance on ACTIVENet for core operational functions, this agreement represents a continuation of existing services. Transitioning to an alternative system would likely result in significant operational disruption and require extensive staff training, data migration, and system reconfiguration.

Staff is requesting approval of this agreement as a sole source purchase because ACTIVENet is the City's existing enterprise recreation management software platform and serves as the centralized system for recreation program registration, facility reservations, league management, memberships, point-of-sale transactions, and payment processing. The Department has standardized its recreation operations around the ACTIVENet platform, and the software is fully integrated into daily business processes across multiple facilities.

This request is consistent with the City's Sole Source/Single Source/Standardization criteria. Specifically, the Department has standardized on the ACTIVENet platform, staff possess extensive training and operational experience using the system, and software upgrades, maintenance, technical support, and payment processing services are proprietary and available only through ACTIVENet. Procuring these services from another vendor would require replacement of the City's existing recreation management system.

Transitioning to a different recreation management system would require significant data migration, system configuration, integration with existing financial and operational processes, staff retraining, and redevelopment of business workflows. Such a transition would result in substantial implementation costs, operational disruption, and interruptions to public services, including online registrations, facility reservations, memberships, league scheduling, and payment processing.

For these reasons, staff has determined that a sole source procurement is in the City's best interest to maintain compatibility with the City's existing software environment, ensure continuity of recreation services, and avoid unnecessary costs and service disruptions.

ALTERNATIVES:

The City Council may elect not to approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority A – Community Services and Engagement by ensuring continued access to recreation programs, services, and facility operations for the community.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Nathalie Ayala, Administrative Assistant

FISCAL IMPACT

Fiscal Year: FY 2026-27

Revenue Generating: No

Amount: $0.00

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: No

Discussion: The Agreement does not obligate the City to make fixed payments to ACTIVENet. Compensation is based on transaction fees associated with recreation program registrations, facility reservations, memberships, and related services. These fees are either paid directly by customers at the time of purchase or deducted from transaction proceeds prior to remittance to the City, as outlined in the Agreement.

Based on historical transaction volume, ACTIVENet estimates annual software service costs of approximately $38,580. This estimate is provided for budgeting and informational purposes only and does not represent a guaranteed payment or contractual obligation of the City. Actual compensation will vary based on transaction volume and the fee schedule established in the Agreement.

Sufficient revenue generated through recreation operations supports the transaction-based fee structure associated with this Agreement.

Attachments

A_City_of_Redlands_ActiveNet_Agreement_Renewal.pdf

B_Sole-single_Source_Request_Form.pdf

Contract # 00142014

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Redlands	**ADDRESS:**	P.O. BOX 3005 Redlands, CA 92373
CONTACT NAME:	Dave Jaffe	**TELEPHONE:**	
EMAIL:	djaffe@cityofredlands.org		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation and Membership Management Product Attachment
Third Party Hardware Product Attachment

NOTE: **If Client is tax exempt, certificate must be provided along with signed contract.**

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CITY OF REDLANDS	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: MARIO SAUCEDO	Name: _____
Title: MAYOR	Title: _____
Date: _____	Date: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

Active Network, LLC
Three Alliance Center, 29th Fl.
3550 Lenox Rd. #3000
Atlanta, GA 30326

Version: 07/05/24

Products and Services General Terms

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to Client by Active in the user interface for any Product; (b) signing a document where a link to this Agreement appears in an order form, Schedule, or other document provided to Client by Active; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), Client understands and agrees that Active will treat Client's use of the Products as acceptance of this Agreement from that point onwards. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of the Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third-Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third-Party EULA(s).

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Payment Terms. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within thirty (30) days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. If the Agreement Effective Date is on or before the fifteenth (15th) day of the month, Active will invoice Clients on the fifteenth (15th), or on the following business day when such date falls on a weekend day. If the Agreement Effective Date is after the fifteenth (15th) day of the month, Active will invoice Clients on the first (1st) day of the following month, or on the following business day when such date falls on a weekend day. Notwithstanding the foregoing, Active shall invoice Client for fifty percent (50%) of total Service costs at Service initiation. The remaining fifty percent (50%) of the total Service costs will be invoiced at Service completion. Past due fees will accrue interest at the lesser of the annual rate of one and one half percent (1.5%) per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts.

2.2. Fees and Currency. Fees and currency, are specified in the applicable Schedule. Payment of fees is under no circumstances subject to, or conditioned upon, the delivery of future Products or functionality. Active shall have the right, once per calendar year, to increase the subscription fees by two percent (2%) and/or the transaction fees by four percent (4%) (the "**Annual Fee Increase**"), as applicable. In special circumstances, Active, in its sole discretion and upon thirty (30) days' written notice to Client (which may be sent by email), shall have the right to further increase the subscription fees and/or transaction fees on an annual basis by an additional amount (the "**Additional Increase**") provided that the Annual Fee Increase and the Additional Increase cumulatively do not exceed five percent (5%) for subscription fees and/or twelve and a half percent (12.5%) for transaction fees.

2.3. Additional Payment Terms. If Active reasonably believes that a transaction by Client, licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

2.4. Credit Card Surcharging. All fees described in the applicable Schedule are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

2.5. Taxes. The prices stated in this Agreement do not include Taxes. Client is responsible for, and agrees to pay, any and all required Taxes which may be assessed on Client's invoices. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to End Users or licensees in connection with Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto. Active reserves the right to modify this section and apply all required Taxes to this Agreement upon providing a thirty (30) day written notice to Client in order to comply with applicable laws. When Active is acting as the payment facilitator and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar

designation, then, no more frequently than once per calendar year during the Term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION; CONFIDENTIALITY.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes. Further, Client will: (o) not use the Products to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the Intellectual Property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (p) not attempt to gain access to any systems or networks that connect to the Products except for the express purpose of using the Products for their intended use; (q) not engage in any activity that interferes with or disrupts the Products; and (r) not use the Products in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3.3. Enforcement. Client will (a) ensure that all Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Active Indemnification. Active agrees to defend, indemnify, hold harmless, settle, and pay damages (including reasonable attorneys' fees) ("**Client Losses**") relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claim(s) Against Client**") against Client to the extent that such claim is based upon Active's proprietary Products (excluding Professional Services and Third Party Products) infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement; provided Client shall use best efforts to (i) promptly give Active written notice of the Claim Against Client; provided, however, that Client's failure to give or delay in giving such notice to Active shall not relieve Active of any liability it may have to Client except to the extent that Active demonstrates that the defense of such Claim Against Client is prejudiced thereby, (ii) gives Active sole control of the defense and settlement of the Claim Against Client; provided that Active may not settle any Claim Against Client without Client's prior written consent unless such settlement includes a complete and final release of liability and Client Losses against Client and does not impose any obligations on Client, and (iii) gives Active all reasonable assistance, at Active's expense.

3.5. Infringement. Active shall have no liability or obligation under Section 3.4 above or otherwise to the extent a Claim Against Client is based upon (i) use of the Products in combination with software or hardware not provided by or specified by Active in the Documentation, if infringement would have been avoided in the absence of such combination; (ii) modifications of the Products made by any individual or entity other than Active or at Active's written direction; or (iii) use of the Products by Client or any User in a manner not expressly permitted by the Agreement. If Active has reason to believe that the Products may infringe or misappropriate any third party Intellectual Property right or otherwise give rise to an infringement or misappropriation Claim Against Client, Active may in its sole discretion and at no cost to Client (a) modify the Products so that they no longer infringe or misappropriate or (b) obtain a license for Client's continued use of that Products in accordance with this Agreement. If Active determines (a) and (b) above are not reasonably practicable, Active may (x) terminate Client's subscriptions for the Products, if applicable, or (y) terminate this Agreement, if Client is not using the Products on a subscription basis, upon thirty (30) days' written notice and Active will refund to Client any prepaid fees covering the remainder of the Term (as defined in the applicable Product Attachment) of the subscription(s). Active's defense and indemnification obligations in Section 3.4 above do not apply to the extent a Claim Against Client arises from Client's breach of this Agreement.

3.6. Client Indemnification. To the extent not prohibited by law, Client will defend Active, and hold Active and its Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against Active by a third party to the extent that such claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event (as defined in the applicable Product Attachment) operated by Client in connection with the Products; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the Intellectual Property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Products in violation of Section 3.2 (Restrictions) of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users ("**Claim(s) Against**

Active"). To the extent not prohibited by law, Client will indemnify Active from any damages, liabilities, losses, expenses, fines, penalties and/or judgments, attorney fees and costs finally awarded against Active as a result of, or for any amounts charged to Active, recoverable from Active and/or paid by Active under a Client and court-approved settlement of, a Claim Against Active ("**Active Losses**"); provided Active (i) promptly gives Client written notice of the Claim Against Active; provided, however, that Client shall not be excused from its indemnification obligations unless a delay in providing such notice impairs Client's ability to defend the Claim Against Active; (ii) gives Client sole control of the defense and settlement of the Claim Against Active (except that Client may not settle any Claim Against Active unless it unconditionally releases Active of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Active arises from Active's breach of this Agreement.

3.7. Sole Remedy. This "Mutual Indemnification" Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for a third-party claim that constitutes either a Claim Against Client or a Claim Against Active as described in this Section.

3.8. Definition of Confidential Information. During the Term (as defined in the applicable Product Attachment) of this Agreement each party acknowledges and agrees that "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), in writing, that is expressly marked "confidential". Confidential Information of Client includes Client data; Confidential Information of Active includes the Products; and Confidential Information of each party, solely by way of illustration, and not in limitation, shall include the following informationbusiness financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, Client information, strategic analyses and business processes expressly marked as "confidential", in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates. However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidence by prior documentation or tangible embodiments of such information

Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).

3.9. Required Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order, subpoena or applicable law to do so, provided the Receiving Party uses best efforts to give the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT PRODUCTS, LOST DATA, LOSS OF USE OF INFORMATION OR PRODUCTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ACTIVE'S INDEMNIFICATION OBLIGATION IN SECTION 3.4, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I)THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF CLIENT RESIDES OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2. TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3. TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY, THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("**NON EXCLUDABLE CONDITION**"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO CLIENT ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET CLIENT'S REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (1) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. (B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT.

4.4. FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The Term (as defined in the applicable Product Attachment) for each Product offered under this Agreement will be as set forth in the applicable Product Attachment. This Agreement will continue until either party terminates all Schedules and Product Attachment as provided hereunder.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a ten (10) day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of this Agreement. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Except for the refund of prepaid fees set forth in Section 3.5 (Infringement), as applicable, termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. Suspension. Active will be entitled to suspend any or all Products or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon ten (10) days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Products is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Products, and remove and discard any and all of Client's content within the Products, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or sprit of this Agreement. Client agrees that any termination of its use of the Products may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Products. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Products.

6. GENERAL PROVISIONS.

6.1. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.2. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not resell, assign, or transfer any of its rights or obligations under this Agreement except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without the prior written consent of Active will be null and void.

6.3. Change of Control. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within five (5) days of the public announcement or close of the transaction, whichever occurs first. Within the thirty (30) day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

6.4. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.5. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

6.6. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.7. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.8. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.9. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

6.10. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.11. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third-Party Products with respect to the Third-Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third-Party Products as applicable.

6.12. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in the state courts in San Bernardino County, California courts or federal courts in Riverside County, California.. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If Client's principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales

Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.13 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third-Party EULA, the Third-Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. Further, Client agrees and acknowledges that it shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under this Agreement through any means (including, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "**Client Terms**"). Client agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under this Agreement shall be void, and of no force or effect. Active shall bear no liability or obligation to any End User under any Client Terms, and any provision of any Client Terms that is inconsistent with this Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Active to any End User or to any other third party shall be void, and of no force or effect.

6.14 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.15 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as PDF scanned copies of signatures, will be as effective and binding as original signatures.

6.16 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the Intellectual Property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

6.17 U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with an office located at 3400 N. Central Expressway, Suite 300, Richardson, TX 75080.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Products, as updated by Active from time to time.

"**Effective Date**" means the date of last signature on page one of this Agreement.

"**End Users**" means users who register for, sign up, or otherwise use the Products in connection with the Events (as defined in the applicable Product Attachment).

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization

of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Participant Information**" means certain information that Active collects from End Users, individuals, and/or licensees as part of the registration process for Events (as defined in the applicable Product Attachment).

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the SaaS, training, project management, or other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Support Services**" means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third-Party Products, which governs the use of or access by Client to the applicable Third-Party Products.

"**Third Party Products**" means that hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third-Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the SaaS that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new SaaS release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

"**User**" means an individual who is authorized by Client to use the Products and to whom Client (or Active at Client's request) has supplied a user identification and password. Users may include employees, consultants, contractors and agents of Client, and third parties with which Client transacts business, but shall not include Client's End User.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide the Products related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its Products. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Products. Products provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the Products for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the Products in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Products provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active Products shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the Products in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

3. PRIVACY AND DATA PROTECTION.

3.1 End User Personal Information. The Products are designed to enable Client to collect information from and about End Users. Information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular End User shall be referred to herein as "**End User Personal Information**." The Products process two forms of End User Personal Information:

3.2 End User Accounts. When an End User interacts with the Products for the first time, Active creates an account for that End User ("**End User Account**"). Active authenticates the End User in future interactions with the Products by requiring the End User to log in to their End User Account. Active maintains End User Accounts pursuant to the Terms of Use and Privacy Notice that Active displays to the End User when the End User creates the End User Account.

3.3 Participant Information. Client will have the ability to use the Products to collect a wide variety of End User Personal Information from authenticated End Users, including through the use of forms and features that enable the collection of images and other attachments ("**Participant Information**"). As between the Parties, Client is exclusively responsible for providing any notices, procuring any consents, and otherwise taking any steps that are necessary to ensure that Active's collection, storage, and processing of Participant Information on behalf of Client, as contemplated by this Agreement, is compliant with Data Protection Laws. For the purposes of this Product Attachment, "**Data Protection Laws**" means all local, state, federal and foreign privacy, security, marketing and consumer protection laws and regulations applicable to the processing of Participant Information. Active will process Participant Information solely for the purpose of providing the Products to Client, and as otherwise permitted by Data Protection Laws. Client agrees that it will process Participant Information at all times in compliance with Data Protection Laws, and that it will not use any Participant Information to communicate with any End User in a manner that violates the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other law or regulation applicable to Client's outreach to End Users via email or SMS. Client further agrees that Client will not permit any Affiliate or third party to access or process any Participant Information in a manner inconsistent with this Agreement, or in a manner which would cause Active's processing of such Participant Information, as contemplated by this Product Attachment, to violate Data Protection Laws. If Client is subject to a Data Protection Law that requires the Parties to enter into a Data Protection Addendum that includes terms supplemental to this Product Attachment, it is Client's obligation to notify Active of that requirement.

3.4 Data Retention. The Products are not designed to serve as a permanent system of record. During the Term, Active reserves the right to delete any Participant Information that has not been accessed or modified within a trailing period of five (5) years. At the conclusion of the Term, Active will: (i) convert all Participant Information to a backup format approximately thirty (30) days after the end of the Term; and (ii) permanently delete all Participant Information approximately one (1) year after the end of the Term. If Client is subject to any legal obligation that would require Client to maintain any Participant Information for a longer period than those set forth in this Section 3.2, it is Client's responsibility to retrieve that Participant Information from the products and to store it in another format within the time periods allotted. Notwithstanding anything else set forth in the Agreement or in this Product Attachment, Active shall not be in any way responsible for any negative consequences associated with Client's failure to adhere to the requirements set forth in this Section 3.2.

3.5 Prohibition on Certain Categories of Participant Information. The Products are customizable, meaning Client has the ability to choose what kinds of Participant Information Client will use the Products to collect. Client agrees, however, that Client will not use the Products to collect or otherwise process: (i) any personal health information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its accompanying regulations, or any relevant amendments thereto; (ii) any Participant Information from or about a minor, without procuring and documenting a prior consent that meets the requirements of any applicable Data

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Protection Laws, and maintaining such documentation for the duration of the Term; (ii) any cardholder data subject to the Payment Card Industry Data Security Standard ("**PCI-DSS**"), or any other payment card or financial account information, except within pre-defined fields designed for that purpose; or (iii) any unredacted social security numbers or other similar government identifiers, except within pre-defined fields designed for that purpose. If Active discovers any violation of this Section 3.3 by Client, Active reserves the right to promptly and securely dispose of any prohibited Participant Information found within the Products.

3.6 User Accounts. Client is exclusively responsible for: (a) creating and defining under Client's account in the Products any logons or IDs for Client's Users of the Products; and (b) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable User's authority and permission with respect to the use of the Products and the security controls, restrictions, and limitations that apply with respect to each such User and his or her use of the Products. Client is solely and exclusively responsible for all access and use of the Products (and for any resulting activity or communications) by Client or its Users or that occurs through the use of any logon or ID established by or with respect to Client or any of its Users. Active shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given User, logon, or ID. Client shall immediately notify Active of any known or suspected unauthorized access to or use of Client's account, or of any logons or IDs established or assigned with respect to Client or its Users, of which Client becomes aware.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. If applicable, any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Products for the Event(s) ("**Go-Live Date**"). If the Schedule indicates that Client is paying on a subscription basis, unless otherwise specified in the applicable Schedule, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

4.3. If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.4. In the event Client is entering into this Product Attachment and using the Products for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Sections 3 and 4 of the General Terms in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.5. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.6. Client hereby authorizes and appoints Active as its limited agent to initiate payment card and ACH credit or debit entries to and from Client's bank account. Payment by Receiver (in the case of ACH entries) or card networks (in the case of Payment Card transactions) to Active is considered the same as payment made directly to Client. Client, upon receipt of funds by Active, must (1) provide the purchased goods or services to the End User, or (2) credit the End User for the full amount of funds received by Active, which credit is not revocable by Client, and evidence this credit in writing in a form capable of being retained for future reference. For transactions involving goods or services, Client must provide the purchased goods and services as agreed to between Client and End User, regardless of whether Active transmits the funds to Client.

5. TERM AND TERMINATION.

5.1. Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the third anniversary of the Effective Date (the "**Initial Term**"). This Product Attachment shall renew automatically following the Initial Term for subsequent renewal terms thereafter of three (3) years (the "**Renewal Term(s)**", and, together with the Initial Term, the "**Term**") unless either Party delivers written notice to the other Party at least 12 months prior to the expiration of the then-current Term of its intent to terminate this Product Attachment upon the completion of the Initial Term or any Renewal Term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Products that are related to or interoperable with the Products set forth in a previously entered into Schedule, the Term of such subsequent Schedule will be concurrent and coterminous with the Term of the previously entered into Schedule.

5.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

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6. NON-APPROPRIATION.

Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

THIRD PARTY HARDWARE PRODUCT ATTACHMENT

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. **PURCHASE AND SALE; DELIVERY**.

1.1 Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third-Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Product Attachment, "**Third Party Products**" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include Products developed by Active.

1.2 Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Purchase orders delivered by Client to Active in respect of Third-Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

1.5 Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. **CHARGES AND PAYMENTS**.

2.1 The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third-Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS.

3.1 For the purpose of isolating support issues and responsibility in respect of Third-Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

3.2 Client may return certain purchased Third Party Products for a refund or credit, minus the Restocking Fee, as further described in the applicable schedule. To be eligible for such refund, the equipment must be: (i) returned within forty-five (45) days of the original purchase; (ii) returned in its undamaged packaging without any labels or writing on the packaging; (iii) no additional transactions ran on the device, with the exception of test transactions made by Active support. Third Party Products received by Active not in their original condition will be returned to Client at Client's expense.

4. PROPRIETARY RIGHTS.

4.1 Client acknowledges that any Third-Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third-Party Products are subject to the Intellectual Property rights of the various third-party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically required by court order, subpoena or applicable law, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. To the extent not prohibited by law, Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Client acknowledges that the possession, installation and use of all Third-Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

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5. WARRANTY.

5.1 Active warrants to Client that Active has the right to deliver the Third-Party Products subject to any documentation accompanying such Third-Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third-Party Products that are software.

5.2 Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third-Party Products, and Client agrees that Client will rely solely on such Third-Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third-Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third-Party Product, Active will assist Client in troubleshooting such Third-Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third-Party Product is still under the Third-Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third-Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the thirty-day (30) period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

Schedule

Company Address	Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326 US
Schedule #	00142014
Created Date	9/23/2026
Currency	USD
Customer Legal Entity Name	City of Redlands
Schedule Signatory	Dave Jaffe
Schedule Signatory Email	djaffe@cityofredlands.org
Opportunity Owner	Carlos Peixoto
Owner Email	carlos.peixoto@activenetwork.com
Billing Entity	City of Redlands
Billing Contact	Dave Jaffe
Billing Address	P.O. BOX 3005 Redlands, CA 92373 United States
Shipping Contact	Dave Jaffe
Shipping Address	35 Cajon Street Redlands, CA 92374 United States

Product	Product Type	Description	Quantity	Sales Price	Fee %
ACTIVENet - Core Module: Facility Reservation	NC				
ACTIVENet - Core Module: League Management	NC				
ACTIVENet - Core Module: Memberships	NC				
ACTIVENet - Core Module: Point of Sale (POS) / Equipment Lending	NC				
ACTIVENet - Core Module: Program & Activity Registration	NC				
ACTIVENet - Projected Annual Processing	Year1 Transactional Software				
ACTIVENet - Public Interface Fee Setup (passed to participant)	NC				
ACTIVENet - Public Interface: Transaction Fee (%)	Transactional Fee	Fee for consumer online transactions, separate from in-person (Staff Interface) transactions			5.50
ACTIVENet - Staff Interface Fee Setup: Credit Card (passed to participant)	NC				
ACTIVENet - Staff Interface: Credit Card Fee (%)	Transactional Fee				3.00
ACTIVENet - Staff Interface: Credit Card Refund Fee (Flat)	Transactional Fee			0.10	
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%)	Transactional Fee				0.50
ACTIVENet - Staff Interface: Technology	Transactional				

Schedule

Fee (%)	Fee				2.50

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Schedule Acceptance Information

Customer Legal Entity

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

Active Network, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Sole Source/ Single Source/ Standardization Form

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

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

Date: 5/9/2026

TO: Purchasing Division

FROM: FCS

Purchase Requisition # NA

Estimated Total Cost: $

Proposed Vendor: Active Network, LLC

Request Term: 3 years

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

ACTIVENet is a specialized, fully integrated recreation management and payment processing platform currently utilized by the Recreation Division and has consistently operated effectively in supporting daily operations. The system manages registrations, reservations, memberships, leagues, POS, and payment processing within one centralized platform. Transitioning to another system would create significant operational disruption, data migration challenges, retraining requirements, and potential service interruptions; therefore, competitive bids are not practical.

3. Was an evaluation of other equipment, products, or services performed?

☒ Yes ☐ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

Yes. Staff reviewed alternatives at CPRS/NRPA; none outperform ACTIVENet.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

Dave Jaffe Don Craw

5. Explain what action(s) the department would take if the sole/single source services were no longer available

Staff would conduct an RFP/RFB for the services

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Dave Jaffe 5/09/26

Prepared by Date

Tabitha Crocker 5/09/26

Department Director Date

Purchasing Approvals

Digitally signed by Dana Abramovitz-Daniel
DN: cn=Dana Abramovitz-Daniel, o, ou, email=dabramovitz@cityofredlands.org, c=US
Date: 2026.05.12 15:07:46 -07'00'

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. I13.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and an in-kind request in the amount of $21,207.00 related to the Veterans Day Parade event held on Wednesday, November 11, 2026, hosted by Redlands Hometown Heroes Foundation; approve various temporary street closures; approve the consumption and sale of alcoholic beverages and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the in-kind support in the amount of $21,207.00, and the temporary street closures; and

3. I move that the City Council approve the consumption and sale of alcoholic beverages related to the Redlands Hometown Heroes Veterans Day Parade event to be held on Wednesday, November 11, 2026.

RECOMMENDATION:

Staff recommends that the City Council approve in-kind support in the amount of $21,207.00 for the Veterans Day Parade to be held on Wednesday, November 11, 2026; approve the temporary street closures; approve the consumption and sale of alcoholic beverages and determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act.

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 beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of City equipment, staff, and facilities for special events.

Redlands Hometown Heroes Foundation is preparing to host the annual Veterans Day Parade on Wednesday, November 11, 2026, from 9:00 a.m. to 4:00 p.m. ending in Jennie Davis Park. Redlands Hometown Heroes Foundation is a non-profit organization operating out of the City of Redlands. According to the applicant, the event will attract over 500 attendees. This will be the 15th year the Redlands Hometown Heroes Foundation has partnered with the City of Redlands for the Veterans Day Parade. Redlands Hometown Heroes Foundation has pledged to honor City of Redlands Veterans.

Redlands Hometown Heroes Foundation is requesting in-kind support valued at an estimated $21,207.00, including Police and Facilities and Community Services personnel, equipment, and the waiver of Jennie Davis Park reservation fees. Previously, the City Council approved $21,395.00 in in-kind support for last year’s event held on Tuesday, November 11, 2025.

In addition, Redlands Hometown Heroes Foundation is requesting temporary street closures for the Veterans Day Parade. The Foundation is also requesting approval of rolling street closures on East Citrus Avenue, Church Street, Eureka Street, West State Street, Center Street, and Redlands Boulevard, and New York Street for the parade as part of their event between the hours of 7:00 a.m. and 12:00 p.m.

City Council approval is also necessary to authorize the consumption and sale of alcoholic beverages for this event due to its proposed location at Jennie Davis Park. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559.

This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closures, deny the request for the consumption and sale of alcoholic beverages, and direct staff accordingly.

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Rosie Linares, Administrative Analyst

FISCAL IMPACT

Fiscal Year: 2026/27

Revenue Generating: No

Amount: $21,207.00

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: N/A

Discussion:

Please see the "Fiscal Impact" attachment for reference.

Attachments

A_Special_Event_Application_-_Veterans_Day_Parade.pdf
B_In-Kind_Request_-_Veterans_Day_Parade.pdf
C_Event_Route_Map_-_Veterans_Day_Parade.pdf
D_Event_Flyer_-_Veterans_Day_Parade.pdf
E_Verification_of_non-profit_-_Veterans_Day_Parade.pdf
F_DLA_Application_-_Veterans_Day_Parade.pdf
G_Street_Closure_Permit_-_Veterans_Day_Parade.pdf
H_Fiscal_Impact_-_Veterans_Day_Parade.pdf

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Veterans Day Celebration

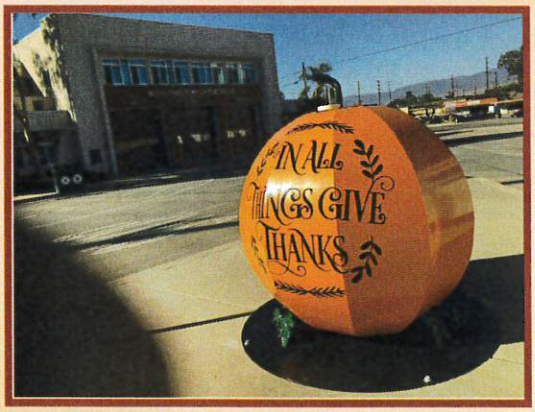
ORGANIZER: Redlands Hometown Heroes Foundation

Date of Event: 11 / 11 / 2026

Date Submitted: 07 / 16 / 2026







NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title Redlands Veterans Day Celebration

Description This celebration consists of a parade, starting at Redlands High Scool, and ending at Jennie Davis Park, followed by a ceremony and celebration in Jennie Davis Park. The celebration portion includes static vehicle displays, food vendors, and a beer garden, with live music. The ceremony will include dignitaries and honored veterans.

Date/Time 11/10/26 9:00 am Setup Beer Garden fencing

Setup	Date	11/10/26	Time	3:00 pm	Location(s) Citrus Ave/Redlands High
Event Starts	Date	11/11/26	Time	9:00 am	Location(s) Citrus Ave/Redlands High
Event Ends	Date	11/11/26	Time	4:00 pm	Location(s) Jennie Davis Park
Dismantle	Date	11/11/26	Time	4:00 pm	Location(s) Jennie Davis Park

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 1,500 Per Day

Anticipated Participants: Total 500 Per Day

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact	
Name:	Ron Dorres	Mick Gallagher	(909) 708-9212
Address:		1467 Smiley Heights Dr	
City, State, Zip		Redlands, CA 92373	
Phone:	(714) 323-7912	gallaghersfte@aol.com	
Email:	rdorres@gmail.com		

Name of Organization: Redlands Hometown Heroes Foundation Is it Non-Profit? Yes
Tax I.D. #:

Yes	No	
x		Is this an annual event? How many years have you been holding this event? 14
		Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
		Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
		Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
		Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
		Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
		Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
11/08/26	Portable toilet drop-off Jennie Davis Park & RHS
11/10/26 9:00 am	Beer Garden Fencing set-up
11/10/26 3:00 pm	Parade staging set-up Citrus Avenue
11/11/26 6:00 am	Parade staging opens
11/11/26 6:30 am	Jennie Davis Park set-up
11/11/26 9:00 am	Parade Starts
11/11/26 10:45 am	Ceremony at Jennie Davis Park
11/11/26 4:00 pm	Park Clean-up

SECURITY PLAN

YES NO

❑ ■ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City_____State_____Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park.

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

❑ ■ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City_____State _____ Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park. The Redlands Fire Department will be participating in the parade as well.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- [x] ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _ Public areas which already meet accessibility standards
- ☐ ☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
- [x] ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe Jennie Davis Park restrooms are ADA accessible
- [x] ☐ Will all food, beverage and vending areas be accessible? Please describe Yes, vending areas will be located on the grass at Jennie Davis Park
- [x] ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe Brightly colored "No Parking" signs along parade route
- ☐ ☐ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A
- ☐ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe N/A
- ☐ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe N/A

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- [x] ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 4

If no: Please explain:

Rest Room Company Lux Dumps

Address Street 1245 Columbia St

City Redlands State CA Zip 92373

Telephone Day (951) 777-8836 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes No

- [x] ☐ Will items or services be sold at your event?
- [x] ☐ Will you have some education only (not selling a product or service) booths?
- ☐ ■ Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
- [x] ☐ Does your event include food concession and/or preparation areas?
- [x] ☐ Do you intend to cook food in the event area?

If yes, please specify method:

- ■ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
4-Tinos Mexican Food	Food	08114952	N
Dawgs 4 Dogs	Food	08133039	N
American Legion Post 106	Food & Alcohol	08100409	N

ENTERTAINMENT PLAN

YES NO

☒ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 2

Performer/Band name and music type TBD - Patriotic and Rock

☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 9:00 am Finish time 10:00 am

☒ ☐ Will sound amplification be used?

If yes, Start time 9:00 am Finish time 4:00 pm

☒ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe Patrons may dance to the live music in the park

☒ ☐ Please describe the sound equipment that will be used for your event PA system

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe American flags placed in and around Jennie Davis Park

☐ ☒ Will there be massage activities at your event? If yes, please describe

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☑ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ■ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ■ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event.

Alcohol sale and consumption area is fenced and monitored by American Legion Post 106 Members to ensure purchase and consumption by only those patrons legally able to purchase and consume alcohol. Alcohol is served by American Legion Post bartenders who are trained and certified in Responsible Beverage Service as required by the State of California.

MITIGATION OF IMPACT

YES NO

■ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Parade committee members walk parade route and distribute parade posters and programs and ensure all businesses are aware of street closures along route.

■ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain

MARKETING AND PUBLIC RELATIONS

Yes No

☑ ☐ Will this event be marketed, promoted, or advertised in any manner?

f yes, please describe Event is promoted using social media as well as posters distributed to businesses along the parade route.

☑ ☐ Will there by live media coverage during the event?

f yes, please describe N/A

☑ ☐ Will media vehicles be parked within the event venue?

f yes, please describe safety plan N/A

☑ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe N/A

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency DOXO Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers

Address Street 10148 Riverside Drive

City Toluca Lake State CA Zip 91602

Telephone Day 800-364-2433 Evening _____ Fax 818-980-1595 Pager/Cellular _____

Contact Name Joseph Guerrero

Policy Type Commercial/General Liability

Policy Amount $1,000,000.00

Policy Number UST022072230 NAEP139339

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe Event is promoted using social media as well as posters distributed to businesses along the parade route.

☒ Will there by live media coverage during the event?

f yes, please describe N/A

☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan N/A

☒ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe N/A

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency DOXO Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers

Address Street 10148 Riverside Drive

City Toluca Lake State CA Zip 91602

Telephone Day 800-364-2433 Evening _____ Fax 818-980-1595 Pager/Cellular _____

Contact Name Joseph Guerrero

Policy Type Commercial/General Liability

Policy Amount $1,000,000.00

Policy Number UST022072230 NAEP1201196

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Hometown Heroes Foundation

Title Chairman Veterans Day Parade & Picnic - Ron Dorres

Signature Ron L Dorres

Date 7-15-26

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

City of Redlands

In-Kind Support Request

Event Name: Redlands Veterans Day Celebration

Event Date(s): 11/11/2026 **Location(s):** Multiple

Rain Out Date: None **Beginning Time:** 7AM **End Time:** 4PM

Describe Your Request:

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

Annual Veterans Day Parade and Ceremony/Celebration at Jennie Davis Park

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)*
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Jennie Davis Park
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Hometown Heroes Foundation

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

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [x] 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: Ron Dorres

Mailing Address: PO Box 7709, Redlands, CA 92375

Phone Number: (714) 323-7912 **E-Mail Address:** rdorres@gmail.com

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

Positive outcomes for your organization from this

Honoring local veterans

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

Attendees will purchase food and beverages from local vendors and American Legion beer garden. Positive impact to the City for recognizing and honoring our local veterans.

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	1,500	1,500	3
Attendance: Non-Residents	200	200	
Food & Beverage Sales	$400	$400	
Merchandise Sales	0	0	
Ticket/Entrance Fees	$16,000	$16,000	
Other	Expenses: $14,000	Expenses: $14,000	
Total Revenue	$2,000	$2,000	

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

Signature: Ron J Dorres **Title:** Veterans Day Parade Committee Chair

Please Print Your Name: Ron Dorres **Date:** 7-15-26

To Be Completed by the City of Redlands

Date Received: 07/16/26 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:


CITY OF REDLANDS
VETERANS DAY PARADE ROUTE
Parks & Open Space
Schools
Buildings
Parcels
City of Redlands
Parade Route
Freeway
Freeway Ramp
Major Street
Minor Street
Private
City of REDLANDS "A City That Works"
0
750
1,500
Feet
10 TO 210 FRWY
210 TO 10 FRWY
10 ON RAMP
10 FRWY
10 OFF RAMP
COLTON AVE
UNION AVE
SUN AVE
PEARL AVE
STUART AVE
ORIENTAL AVE
PARK AVE
REDLANDS BLVD
REDLANDS MALL
SHOPPERS LN
HIGH AVE
THE TERRACE
CENTRAL AVE
VINE ST
OLIVE AVE
FERN AVE
CITRUS AVE
CAMPUS AVE
COLLEGE AVE
STILLMAN AVE
GRANADA CT
CARLSON AVE
GLENN CT
LAWTON ST
CALHOUN ST
COLUMBIA ST
WEBSTER ST
OHIO ST
CLAY ST
WASHINGTON ST
ALTA ST
HERALD ST
TRIBUNE ST
POST ST
OXFORD DR
LOMBARD DR
TEXAS ST
RUIZ ST
3RD ST
6TH ST
7TH ST
9TH ST
TENNESSEE ST
STATE ST
CENTER PL
1ST ST
SAN GORGONIO DR
BUENA VISTA ST
KENDALL ST
ORANGE ST
5TH ST
8TH ST
10TH ST
11TH ST
CHURCH ST
PARKWOOD DR
GRANT ST
EUREKA ST
CENTER ST
LINDA PL
GLENWOOD DR
4TH ST
CAJON ST
NORDINA ST
SONORA ST
MYRTLE ST
LA PALOMA ST
SONORA CIR
LA VERNE ST
CARRIE LN
HIBISCUS DR
NORWOOD ST
MELBURY PL
BOND ST
MICHIGAN ST
NORMANDIE CT
CLARK ST
ALVARADO ST

REDLANDS HOMETOWN HEROES FOUNDATION

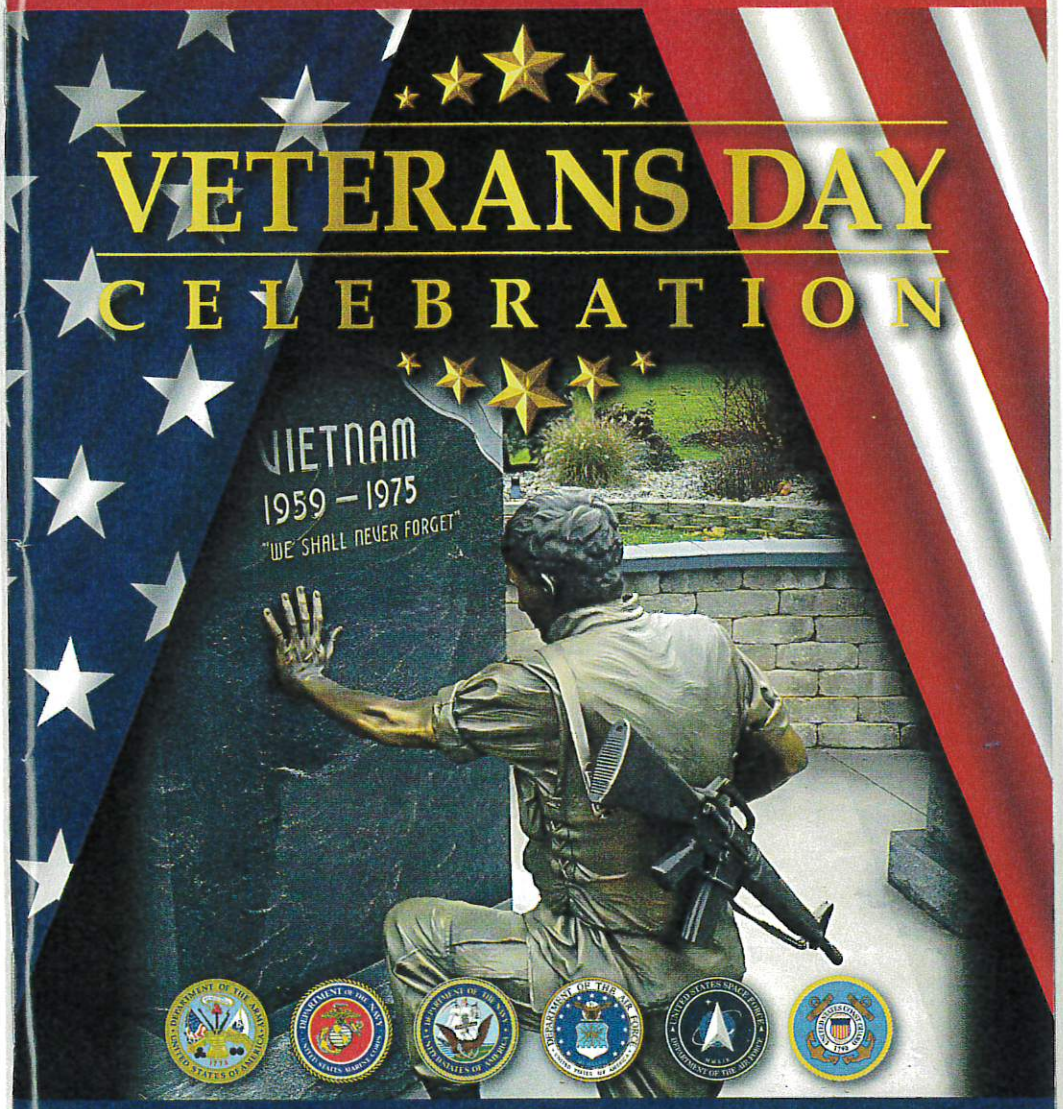
AND

THE CITY OF REDLANDS

PRESENT THE ANNUAL

VETERANS DAY

CELEBRATION



JOIN US FOR A WONDERFUL PARADE, CELEBRATION & PICNIC

11/11/25

Sculptor & Photo by: Sutton Betti

Layout & Printing By: CITROGRAPH PRINTING CO • Redlands, CA

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 2 8 2018

REDLANDS HOMETOWN HEROES FOUNDATION
814 WEST COLTON AVENUE
REDLANDS, CA 92374-0000

Employer Identification Number:

DLN:
26053471004378
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 16, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen a. Martin

Director, Exempt Organizations
Rulings and Agreements

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Hometown Heroes Foundation	[redacted]
Organization Mailing Address	
PO Box 7709, Redlands, CA 92375	

LICENSE TYPE

☑ Special Daily Beer and Wine
- ☐ Amateur Sports Organization
- ☑ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☐ Other:

☐ Daily General
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ Special Temporary License
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event *Mark Yes, if the event is 100% virtual*
11/11/26	1	8:00 am To 4:00 pm	☐ Yes ☑ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
Redlands Blvd & New York Street	Redlands Jennie Davis Park	☑ Yes ☐ No

Event Type

☐ Barbeque	☐ Dinner	☐ Sporting Event
☐ Birthday	☐ Festival	☐ Social Gathering
☐ Concert	☐ Lunch	☐ Wedding
☐ Carnival	☐ Mixer	☐ Other:
☐ Dance	☑ Picnic	

Type of Entertainment	Event Open to Public
Picnic in the Park	☑ Yes ☐ No

Estimated Attendance	Security Guard If Yes, how many	Outdoor Event
1,000	☑ Yes ☐ No	☑ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☐ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

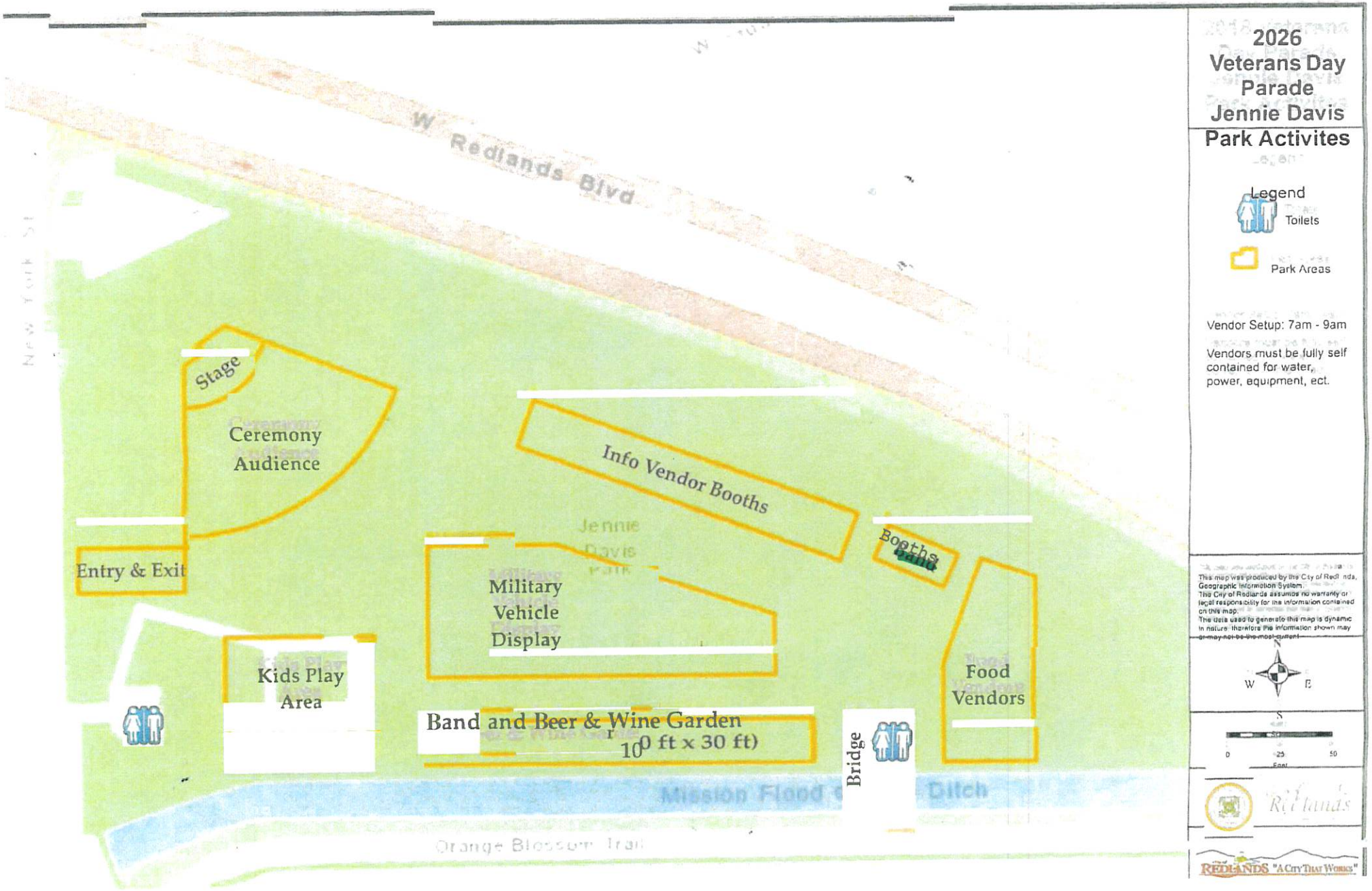
Contact Person	Phone Number	Email Address
Ron Dorres	(714) 3237912	rdorres@gmail.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name: Ron Dorres	Phone Number: (714) 323-7912	Signature: R Dorres	Date Signed: 7-15-26
Property Owner Approval By (Name) Required: Tabitha Crocker	Phone Number: 909 798 7655	Signature: [signature]	Date Signed: 7-15-26
Law Enforcement Approval By (Name), If applicable: Ryan STEINHAUS	Phone Number: 909 647 8165	Signature: [signature]	Date Signed: 7/21/26
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**



2026 Veterans Day Parade Jennie Davis Park Activites

Legend

Toilets

Park Areas

Vendor Setup: 7am - 9am

Vendors must be fully self contained for water, power, equipment, ect.

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

N W E S

0 25 50 Feet

Redlands

REDLANDS "A City That Works"

Event: Veterans Day Parade Date: 11/11/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Hometown Heroes Foundation

To close (street names) Citrus Ave, S Church St, Eureka St, State St, Center St, Redlands Blvd, New York St

Between (street names) Citrus Ave (between University & Eureka); S Church St (Citrus & Redlands Blvd); Eureka St (Citrus & Redlands Blvd); State St (Eureka & Center); SEE BELOW*

Day & date 11/11/26 **Event times -** from (time) 7:00 ☑ am ☐ pm to (time) 12:00 ☐ am ☑ pm

Address of Applicant: PO Box 7709 Redlands, CA 92375 Phone No: (714)323-7912

Signature of Applicant: [signature] Applicant Name (print): Ron Dorres

Condition(s);**set up & clean up time required:**

Event Description: Veterans Day Parade

*Between Continued: Center (State & Redlands Blvd); New York @ Redlands Blvd

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. [signature] Chief of Police — Date 7/29/26
2. [signature] Municipal Utilities & Engineering Department — Date 7/29/26
3. [signature] Facilities & Community Services Department — Date 7/22/26
4. [signature] Risk Management Division — Date 7/29/26

Street Closure time: From 6 ☒ am ☐ pm To 1 ☐ am ☒ pm

Staff Notes:

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)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$20,213.00	Hard Cost	$19,951.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$900.00	Hard Cost	$1,350.00
Personnel & Equipment Subtotal	**$21,113.00**		**$21,301.00**
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$94.00**		**$94.00**
Total Departmental Charges and Fees	**$21,207.00**		**$21,395.00**
	$21,113.00 **$94.00** **$21,207.00**	Hard Cost Soft Cost Total	**$21,301.00** **$94.00** **$21,395.00**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2026-27 to date:

TABLE 2: FY 2026-27 *Fee Waivers approved by council to date.*

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$412,027.80	$38,996.62	$0.00	$451,024.42	$451,024.42

City Council **AGENDA ITEM NO. I14.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and an in-kind request in the amount of $58,862.00 related to the Redlands Christmas Parade event held on Saturday, December 5th, 2026, hosted by the Kiwanis Club of Redlands; approve various temporary street closures and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the in-kind support in the amount of $58,862.00, and the temporary street closures related to the Redlands Christmas Parade event held on Saturday, December 5th, 2026.

RECOMMENDATION:

Staff recommends that the City Council authorize the request for in-kind support in the amount of $58,862.00 for the Redlands Christmas Parade event held on Saturday, December 5th, 2026, approve the temporary street closures and determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act.

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 beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of City equipment, staff, and facilities for special events.

The Kiwanis Club of Redlands is preparing to host the Annual Redlands Christmas Parade event held on Saturday, December 5th, 2026, from 6:00 p.m. to 9:00 p.m. Kiwanis Club of Redlands is a non-profit organization operating out of the City of Redlands. According to the applicant, the event will attract over 20,000 attendees. For 32 years, the Kiwanis Club of Redlands has partnered with the City of Redlands for the Redlands Christmas Parade. The organization supports continued community engagement with local businesses and is committed to strengthening the City's reputation as a family friendly destination.

This year, the Kiwanis Club of Redlands Foundation is requesting in-kind support valued at an estimated $58,862.00, including Police, Fire and Facilities and Community Services personnel, equipment, and the waiver of Ed Hales Park reservation fees. Previously, the City Council approved $53,140.71 in in-kind support for last year’s 31st annual Redlands Christmas Parade held on Saturday, December 6th, 2025.

In addition, the Kiwanis Club of Redlands is requesting temporary street closures for the Parade. Street closures include Brookside Street, Center Street through Citrus Street, 8th Street to Orange Street, Redlands Boulevard to Orange Street and Redlands Boulevard, and State Street to 1st Street for the parade as part of their event. Street closures begin at 12:00 p.m. and continue until 10:00 p.m.

This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Rosie Linares, Administrative Analyst

FISCAL IMPACT

Fiscal Year: 2026/27

Revenue Generating: Yes

Amount: $58,862.00

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: N/A

Discussion:

Please see the "Fiscal Impact" attachment for reference.

Attachments

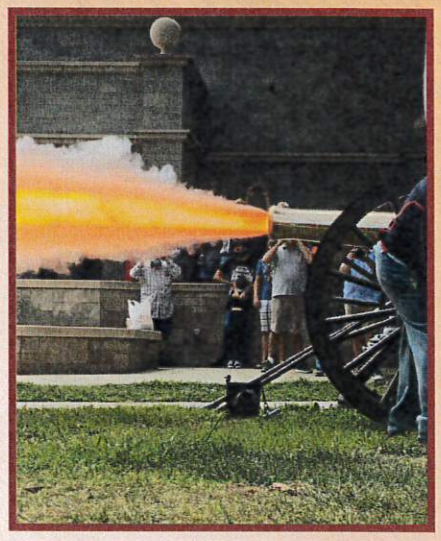
A_Special_Event_Application_-_Redlands_Christmas_Parade.pdf
B_In-Kind_Support_Request_-_Redlands_Christmas_Parade.pdf
C_Parade_Route_Map_-_Redlands_Christmas_Parade.pdf
D_Verification_of_non-profit_-_Redlands_Christmas_Parade.pdf
E_Street_Closure_-_Redlands_Christmas_Parade.pdf
F_Fiscal_Impact_-_Redlands_Christmas_Parade.pdf

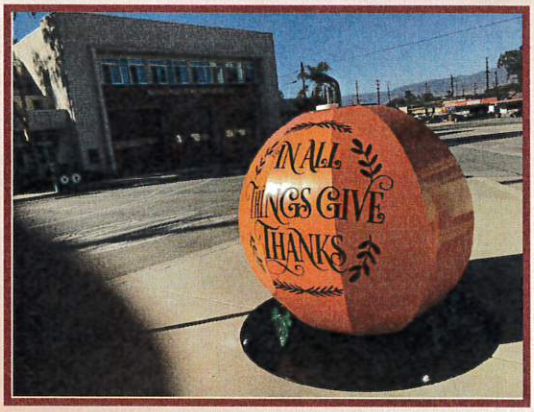
City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Christmas Parade
ORGANIZER: Kiwanis Club of Redlands
Date of Event: 12 / 05 / 2026
Date Submitted: 08 / 20 / 2026







NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title Kiwanis Christmas Parade

Description Annual Nighttime Christmas Parade held in downtown Redlands. Hosted on by the Kiwanis Club of Redlands in conjuction with many local businesses and community members who have suppported this event for many years. We work hand in hand with the City of Redlands to be able to put on this event that brings our wonderful community together during the holiday season. The event will be held in its traditonal route and normal times. The theme of this years event is "The Magic of Christmas." This year we anticipate one of the most memoriable parades we have held together in this community.

Date/Time

Setup	Date 12/5/2026	Time 3 PM	Location(s)	Brokside/Center - Brookside/9th, All State St
Event Starts	Date 12/5/2026	Time 6 PM	Location(s)	Brookside/Eureka
Event Ends	Date 12/5/2026	Time 9PM	Location(s)	Brookside/Eureka
Dismantle	Date 12/5/2026	Time 11PM	Location(s)	

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 20,000 Per Day 20,000

Anticipated Participants: Total 20,000 Per Day 20,000

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Justin Bouzane	Michael Kuhn
Address:	PO Box 1102	PO Box 1102
City, State, Zip	Redlands, CA 92373	Redlands, CA 92373
Phone:	909-815-8148	909-496-9061
Email:	kiwanisxmas@gmail.com	Type text here

Name of Organization: The Kiwanis Club of Redlands Is it Non-Profit? Yes
Tax I.D. #:

Yes	No	
●	○	Is this an annual event? How many years have you been holding this event? 30
●	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
●	○	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	●	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	●	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
●	○	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
●	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- [x] An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- [x] The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- [x] The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- [x] The location of first aid facilities and ambulances.
- [x] The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- [x] A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- [x] Generator locations and/or source of electricity.
- [x] Placement of vehicles and/or trailers.
- [x] Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- [x] Identification of all event components that meet accessibility standards.
- [x] A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- [x] Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION

SECURITY PLAN

YES NO

☑ ☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization Redlands Police Department

Address Street 1270 W Park Ave

City Redlands State CA Zip 92373

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. Type text here

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ ☑ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- [x] [ ] Will there be a Clear Path of Travel throughout your event venue? Please describe _
  Barricades and road closure signs will be put up to help guide traffice around the parade
- [ ] [x] Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Drop off points have been set up for handicap
- [x] [ ] Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
  United Services will provide restrooms.
- [x] [ ] Will all food, beverage and vending areas be accessible? Please describe
  Vendors will be set up at Ed Hales Park, Handicap parking is nearby
- [x] [ ] Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
- [ ] [x] If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
- [x] [ ] If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe We respond to all emails and attempt to return all calls.
- [x] [ ] If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe all information is displayed on our website at www.redlandsparade.com

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- [x] [ ] Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 15

If no: Please explain:

Rest Room Company United Services

Address Street 2323 W Baseline Dr

City San Bernardino State CA Zip 92410

Telephone Day 909-936-9848 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
●	☐	Will items or services be sold at your event?
●	☐	Will you have some education only (not selling a product or service) booths?
☐	●	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
●	☐	Does your event include food concession and/or preparation areas?
●	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ● Gas Type text here
- ● Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

- [x] [ ] Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1 - State Street Showmobile

Number of Performers/Bands All entries to the parade

Performer/Band name and music type Christmas Music

- [x] [ ] Will sound checks be conducted prior to the event?

If yes, Start time 4PM Finish time 5PM

- [x] [ ] Will sound amplification be used?

If yes, Start time 7PM Finish time 9PM

- [x] [ ] Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe Cam edits will be streaming the parade live to local television and Youtube

- [x] [ ] Please describe the sound equipment that will be used for your event

Micophone and PA system to announce the parade. Vaious entries will have their own music for the parade.

- [ ] [x] Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

- [ ] [x] Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

- [x] [ ] Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe entrants to the prade will have various decorations and lighting

- [ ] [x] Will there be massage activities at your event? If yes, please describe

- [ ] [x] Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

❑ ● Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ❑ Free/Host Alcohol
- ❑ Alcohol Sales
- ❑ Host and Sale Alcohol
- ❑ Beer
- ❑ Beer and Wine
- ❑ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

● ❑ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Every year we connect with the community and have a discussion about the parade.

● ❑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

● ❑ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe Various mediums will be used to market the event: local newspapers, online ads, posters in windows, flyers passed out, signs around town and displayed at local businesses.

● ❑ Will there by live media coverage during the event?

f yes, please describe Broadcast on Youtube and local community channels

● ❑ Will media vehicles be parked within the event venue?

f yes, please describe safety plan Recording van is set up near Orange/Citrus Ave

● ❑ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe Our team will be passing out marketing material.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Hylant - Indianapolis

Address Street 10401 North Meridian St, Ste 200

City Indianapolis State in Zip 46290

Telephone Day 317-817-5172 Evening _____ Fax _____ Pager/Cellular _____

Contact Name Lisa Chrisenson

Policy Type Commercial General Liability & Automobile Liabilty

Policy Amount $2,000,000

Policy Number 652039563

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Kiwanis Club of Redlands

Title Parade Chair

Signature

Date 8/18/2026

Print Name of Professional Event Organizer Justin Bouzane

Title Chair of Parade

Signature

Date 8/18/2026

City of Redlands

In-Kind Support Request

Event Name: Redlands Christmas Parade

Event Date(s): 12/5/26 **Location(s):** Downtown Redlands

Rain Out Date: 12/12/26 **Beginning Time:** 3PM **End Time:** 9PM

Describe Your Request:

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

Requesting in-kind support from the City of Redlands for the Annual Christmas Parade, including City staff, equipment, street closures, traffic control, barricades, public safety support, and other necessary City services associated with safely conducting the parade

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — barricades, traffic control, personnel
- [x] Police (*Public Safety Personnel*) — CSO & Motor Officers
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks (*Cleanup Personnel, Ball Field Lights*)
- [x] Facility — Ed Hales Park, 10 Recycle Boxes w/ Liners.

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 — Show Mobile.

Group/Organization Name: Kiwanis Club of Redlands

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

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: Justin Bouzane, Parade Chair

Mailing Address: PO Box 1102, Redlands, CA 92373

Phone Number: 909-815-8148 **E-Mail Address:** kiwanisxmas@gmail.com

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

Positive outcomes for your organization from this

The in-kind support will help our organization successfully host the Annual Christmas Parade while reducing the financial burden associated with City services and event operations. This support allows us to focus more of our resources on creating a safe, organized, and enjoyable community event that brings residents, families, local businesses, and community organizations together to celebrate the holiday season.

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

The Annual Christmas Parade will provide a positive economic impact to the City of Redlands by attracting residents and visitors to the downtown area, increasing foot traffic and supporting local restaurants, retail shops, and other businesses. The event also encourages attendees to spend additional time in Redlands before and after the parade, helping generate local sales activity while showcasing the community and downtown business district. In addition to the direct economic benefit, the parade strengthens Redlands' reputation as a vibrant, family-friendly destination and supports continued community engagement with local businesses and future City events.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	both- 25,000	both - 25,000	8
Attendance: Non-Residents	both - 25,000	both 25,000	0
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	35-50$	35-50$	0
Other	0	0	0
Total Revenue	$5,000	$5,000	0

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

Signature: [signature] **Title:** Parade Chair

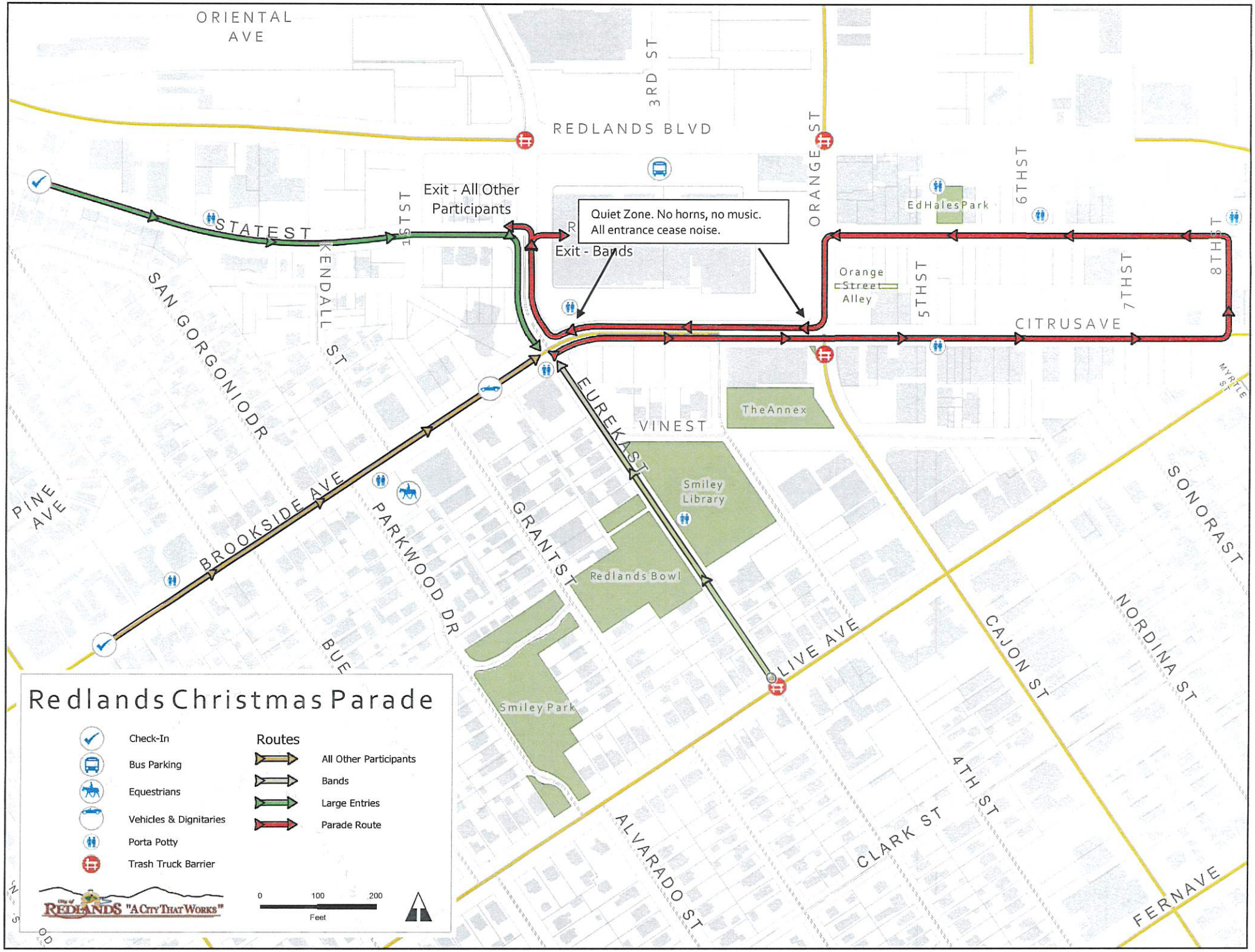
Please Print Your Name: Justin Bouzane **Date:** 8/18/26

To Be Completed by the City of Redlands

Date Received: 08/20/26 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:


ORIENTAL AVE
3RD ST
REDLANDS BLVD
ORANGE ST
6THST
EdHalesPark
Exit - All Other Participants
Quiet Zone. No horns, no music. All entrance cease noise.
Exit - Bands
STATEST
1STST
KENDALL ST
SAN GORGONIODR
Orange Street Alley
5THST
7THST
8THST
CITRUSAVE
MYRTLE ST
EUREKAST
VINEST
TheAnnex
Smiley Library
Redlands Bowl
Smiley Park
PINE AVE
BROOKSIDE AVE
PARKWOOD DR
GRANTST
OLIVE AVE
SONORAST
NORDINA ST
CAJON ST
4TH ST
CLARK ST
ALVARADO ST
FERNAVE
Redlands Christmas Parade
Check-In
Bus Parking
Equestrians
Vehicles & Dignitaries
Porta Potty
Trash Truck Barrier
Routes
All Other Participants
Bands
Large Entries
Parade Route
REDLANDS "A City That Works"
0
100
200
Feet

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
April 27, 2026
Employer ID number:

Form 990 required:
Yes
Person to contact:
Name: Mrs. Gaunce
ID number: 1004974768

KIWANIS CLUB OF REDLANDS FOUNDATION
PO BOX 7027
REDLANDS, CA 92375

Dear Sir or Madam:

We're responding to your request dated February 27, 2026, about your tax-exempt status.

We issued you a determination letter in March 1982, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Event: Redlands Christmas Parade Date: 12/5/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Kiwanis Club of Redlands

To close (street names) Brookside/Center-Citrus/8th, Eureka/Redlands bl-Eureka/Olive

Between (street names) State/Center-State/8th, Orange/Redlands Bl-Orange/Citrus, 1st/Redlands bl-State/1st

Day & date 12/5/26 **Event times -** from (time) 3 ☐ am ☑ pm to (time) 9 ☐ am ☑ pm

Address of Applicant: PO Box 1102, Redlands, CA92373 Phone No: 909-815-8148

Signature of Applicant: _____ Applicant Name (print): Justin Bouzane

Condition(s);**set up & clean up time required**: Traffic control provided by city of Redlands and the Redlands Police Department

Event Description: Redlands Christmas Perade

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — 8/27/26 Date
2. _____ Municipal Utilities & Engineering Department — 8/20/26 Date
3. _____ Facilities & Community Services Department — 8/20/26 Date
4. _____ Risk Management Division — 8/20/26 Date

Street Closure time: From 12 ☐ am ☒ pm To 10 ☐ am ☒ pm

Staff Notes:

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)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$50,632.00	Hard Cost	$42,989.00
Fire Personnel[1]	$2,874.80	Hard Cost	$2,314.71
Facilities & Community Services Personnel[1]	$3,150.00	Hard Cost	$4,725.00
Personnel & Equipment Subtotal	**$56,656.80**		**$50,028.71**
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$1,040.00	Soft Cost	$2,335.00
Fire Equipment	$1,071.20	Soft Cost	$683.00
Fees Subtotal	**$2,205.20**		**$3,112.00**
Total Departmental Charges and Fees	**$58,862.00**		**$53,140.71**
	$56,656.80 **$2,205.20** **$58,862.00**	Hard Cost Soft Cost Total	**$50,028.71** **$3,112.00** **$53,140.71**

[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 2026-27 to date:

TABLE 2: FY 2026-27 *Fee Waivers approved by council to date.*

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$412,027.80	$38,996.62	$0.00	$451,024.42	$451,024.42

City Council **AGENDA ITEM NO. J1.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report - 2026 Mobility 21 Summit (Mayor Saucedo)

DISCUSSION:

At this evening's City Council meeting, Mayor Saucedo will provide a report regarding his attendance at the Mobility 21 Southern California Transportation Summit, held October 1–2, 2026, at the Disneyland Hotel in Anaheim, California. Mobility 21 is a coalition of public, business, and community stakeholders focused on addressing transportation challenges throughout Southern California.

City Council **AGENDA ITEM NO. K1.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of two Construction Agreements with B.F. Steel, Inc. and Southern California West Coast Electric, Inc. for the Redlands Police Department Building (Phase III) for a total amount not to exceed $2,094,884; an additional appropriation in the amount of the same to the Safety Hall/Police Building Replacement Fund (406) and transfer of the same from Other Funds (311) allocating a portion of the 2026 Certificates of Participation (COP) bond proceeds to fund these Construction Agreements; and determine that approval is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Garcia)

MOTION:

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

1. I move that the City Council determine that approval of the Construction Agreements with B.F. Steel, Inc., and Southern California West Coast Electric Inc., for the Redlands Police Department Building (Phase III) 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 Construction Agreements with B.F. Steel Inc., in the amount of $1,100,950 and Southern California West Coast Electric Inc., in the amount of $993,934; and

3. I move that the City Council approve an additional appropriation of $2,094,884 in the Safety Hall/Police Building Replacement Fund (406) and a transfer of the same from the Other Funds (311) allocating a portion of the 2026 Certificates of Participation (COP) bond proceeds to fund these Construction Agreements.

RECOMMENDATION:

Staff recommends that the City Council determine approval of the Construction Agreements (Agreements) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, approve the Agreements with B.F. Steel Inc., in the amount of $1,100,950 and Southern California West Coast Electric Inc., in the amount of $993,934, approve the additional appropriation in the amount of $2,094,884 in the Safety Hall / Police Building Replacement Fund (406) and a transfer of the same from the same from Other Funds (311) allocating a portion of the 2026 Certificates of Participation (COP) bond proceeds to fund these Agreements.

DISCUSSION:

In 2022, the City acquired the property located at 1625 W. Redlands Boulevard for the future site of the Redlands Police Department Building/Safety Hall (RPD Building formerly referred to as RPDSH). In September 2023, the City Council awarded a contract to Holt Architects, Inc. for the design of the new RPD Building and to Tilden-Coil Constructors, Inc., (Tilden-Coil) for master construction management services for the project.

On April 7, 2026, the City Council awarded the agreements for Phase I of the RPD Building Project, which included demolition, abatement, and grading work. Subsequently, on July 7, 2026, the City Council awarded the agreements for Phase II, which included the various trades necessary for overall construction of the facility. Phase III consists of the design, build, and installation of photovoltaic (PV) canopies and related solar infrastructure as part of the overall RPD Building Project.

In accordance with the City's procurement guidelines, formal Requests for Bids (RFBs) were advertised for the required Phase III services. Staff followed the City's established procurement protocol by preparing and issuing an RFB for the PV structural and PV electrical construction services. On August 12, 2026, at 2:00 p.m., the City received and publicly opened nine (9) bids across the two bid categories, consisting of five (5) bids for PV structural services and four (4) bids for PV electrical services.

The lowest bidder for PV structural, RND Contractor's Inc., withdrew due to a clerical error in their bid package rendering B.F. Steel Inc., the next lowest bidder for that category. Each bid was reviewed for qualifications and responsiveness to the bid requirements by City staff and Tilden-Coil Constructors, Inc., the City's construction management company for the Project. Based on the credentials, pricing, and reference checks, staff recommends awarding construction agreements to the following companies in an amount not to exceed $2,094,884.

Bid Package	Bidder	Bid Amount
PV Structural	B.F. Steel, Inc.	$1,100,950
PV Electrical	Southern California West Coast Electric, Inc.	$ 993,934
	Total	$2,094,884

Approval of the Agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it can be seen with certainty that approval of these Agreements will have no significant effect on the environment.

ALTERNATIVES:

City Council may elect not to approve the Agreements and direct staff accordingly. However, not approving the Agreements would have a detrimental impact on the project.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
James Garland, Finance Director

PREPARED BY:
Tricia Munoz, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: No

Amount: $2,094,884

Budgeted Y/N: N

Account No.: 406200 and 311501

Additional Appropriation Required: Yes

Discussion:

Approval of this item will authorize an additional appropriation of $2,094,884 in Fund 406 and a corresponding transfer from Fund 311, allocating a portion of the 2026 Certificates of Participation (COP) bond proceeds to fund these Agreements. Debt service for the 2026 COP bond will be funded by the General Fund and incorporated into future budget cycles.

Attachments

A_BF_Steel_Agreement.pdf
B_So_Cal_West_Coast_Elec_Agreement.pdf
C_Photovoltaic_Bid_Summary.pdf
D_Additional_Appropriation.pdf

AGREEMENT

Bid Category No. _27_

THIS AGREEMENT ("Agreement"), entered into this 20th day of October, 2026 in San Bernardino County, by and between the **CITY OF REDLANDS**, a municipal corporation, hereinafter referred to as the "City," and **B.F. STEEL, INC.**, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to herein as a "party" and, together, as the "parties."

WHEREAS, City seeks labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the project identified as **FCS20260715TM & Redlands Police Department Safety Hall** by advertising bids and Contractor was a successful bidder to provide work on a portion of the Project; and

WHEREAS, Contractor acknowledges that **FCS20260715TM & Redlands Police Department Safety Hall** project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000, *et seq*.; and

WHEREAS, Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual; and

WHEREAS, Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all project-related cost data, invoices, accounting records, payroll records, etc.

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

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20260715TM & Redlands Police Department Safety Hall** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the City, its officers, officials, employees, agents or the Construction Manager, Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.49 of the General Conditions) of the Scope of Work within Two Hundred Eleven (211) calendar days from the start of construction. This shall be called Contract Time. (See Article 8 of the General Conditions). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and Contract Documents and has satisfied itself that the time period(s) for this Project is adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract Time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE MILLION ONE HUNDRED THOUSAND NINE HUNDRED FIFTY DOLLARS ($1,100,950.00), said sum being the total amount stipulated by Contractor in its Bid. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in the Redlands Municipal Code section 2.16.140. In the event that the Contractor proceeds with a Change in the Scope of Work without a written agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

In accordance with California Public Contract Code section 22300, the City will permit the substitution of securities for any moneys withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

ARTICLE 5 - INDEMNIFICATION: Contractor shall defend (with counsel acceptable to the City), indemnify and hold harmless City, City's officers, officials, employees and the Architect, Construction Manager, Inspector and their respective officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind, including but not limited to attorneys' fees, arising from death, personal injury,

property damage or other cause based or asserted upon any act, omission, or breach or otherwise arising out of connected with or resulting from the performance of this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, City's officers, officials, employees and agents and the Architect, Construction Manager, Inspector and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend (with counsel acceptable to City), indemnifies and holds harmless City, City's officers, officials, employees and agents, and the Architect, Construction Manager, Inspector, and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law, this Agreement or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Scope of Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor, subcontractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City, arising out of or in any way connected with Scope of Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between the Contractor and its subcontractors, suppliers and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor, materialman, or other person of any tier employed in connection with the Scope of Work and/or filing of any stop notice or mechanic's lien claim. Contractor shall, at its own expense, cost, and risk, defend indemnify, and hold harmless the City, its officers, officials, employees, and agents from any and all claims, actions, suits, or proceedings brought or asserted by any subcontractor, supplier or surety arising out of such disputes,, and shall pay or satisfy any judgment rendered against the City as a result thereof.

The Contractor's obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - CONTRACT DOCUMENTS: This Agreement includes and incorporates by reference the following documents, all of which are deemed the Contract Documents as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

All of the above-referenced Contract Documents are intended to be complementary. Work required by one of the abovenamed Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, *et seq*.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000, *et seq*.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor, and subcontractors, if any, must possess throughout the term of the Project a Class as specified in the Notice Inviting Bids, a Contractor's License, issued by the State of California, which must be current and in good standing.

ARTICLE 11 - ATTORNEYS' FEES: In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

ARTICLE 12 - ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR: Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

ARTICLE 13 - ASSIGNMENT OF AGREEMENT: No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

ARTICLE 14 - SUCCESSORS AND ASSIGNS: City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 15 - SEVERABILITY: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[See next page for Signature]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CITY OF REDLANDS:

By:_____
Mario Saucedo
Mayor

Dated: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR:

By:_____
Name:_____
Title:_____

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

(CORPORATE SEAL)

AGREEMENT

Bid Category No. _28_

THIS AGREEMENT ("Agreement"), entered into this 20th day of October, 2026 in San Bernardino County, by and between the **CITY OF REDLANDS**, a municipal corporation, hereinafter referred to as the "City," and **SOUTHERN CALIFORNIA WEST COAST ELECTRIC, INC.**, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to herein as a "party" and, together, as the "parties."

WHEREAS, City seeks labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the project identified as **FCS20260715TM & Redlands Police Department Safety Hall** by advertising bids and Contractor was a successful bidder to provide work on a portion of the Project**;** and

WHEREAS, Contractor acknowledges that **FCS20260715TM & Redlands Police Department Safety Hall** project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000, *et seq*.; and

WHEREAS, Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual; and

WHEREAS, Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all project-related cost data, invoices, accounting records, payroll records, etc.

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

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20260715TM & Redlands Police Department Safety Hall** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the City, its officers, officials, employees, agents or the Construction Manager, Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.49 of the General Conditions) of the Scope of Work within Two Hundred Eleven (211) calendar days from the start of construction. This shall be called Contract Time. (See Article 8 of the General Conditions). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and Contract Documents and has satisfied itself that the time period(s) for this Project is adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract Time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of NINE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS ($993,934.00), said sum being the total amount stipulated by Contractor in its Bid. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in the Redlands Municipal Code section 2.16.140. In the event that the Contractor proceeds with a Change in the Scope of Work without a written agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

In accordance with California Public Contract Code section 22300, the City will permit the substitution of securities for any moneys withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

ARTICLE 5 - INDEMNIFICATION: Contractor shall defend (with counsel acceptable to the City), indemnify and hold harmless City, City's officers, officials, employees and the Architect, Construction Manager, Inspector and their respective officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind, including but not limited to attorneys' fees, arising from death, personal injury,

property damage or other cause based or asserted upon any act, omission, or breach or otherwise arising out of connected with or resulting from the performance of this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, City's officers, officials, employees and agents and the Architect, Construction Manager, Inspector and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend (with counsel acceptable to City), indemnifies and holds harmless City, City's officers, officials, employees and agents, and the Architect, Construction Manager, Inspector, and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law, this Agreement or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Scope of Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor, subcontractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City, arising out of or in any way connected with Scope of Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between the Contractor and its subcontractors, suppliers and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor, materialman, or other person of any tier employed in connection with the Scope of Work and/or filing of any stop notice or mechanic's lien claim. Contractor shall, at its own expense, cost, and risk, defend indemnify, and hold harmless the City, its officers, officials, employees, and agents from any and all claims, actions, suits, or proceedings brought or asserted by any subcontractor, supplier or surety arising out of such disputes,, and shall pay or satisfy any judgment rendered against the City as a result thereof.

The Contractor's obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - CONTRACT DOCUMENTS: This Agreement includes and incorporates by reference the following documents, all of which are deemed the Contract Documents as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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ARTICLE 15 - SEVERABILITY: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[See next page for Signature]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CITY OF REDLANDS:

By:_____
Mario Saucedo
Mayor

Dated: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR:

By:_____
Name:_____
Title:_____

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

(CORPORATE SEAL)

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Tilden-Coil CONSTRUCTORS™
Building with Integrity Since 1938

August 17, 2026

Project: Redlands Police Department Safety Hall – Photovoltaic (Phase 3)
Bid No: FCS20260715TM
Subject: Bid Summary Letter

Dear Danielle Garcia,

Listed below is a summary of the low responsive and responsible bidder(s) for the Redlands Police Department Safety Hall - Photovoltaic project, which bid on August 12, 2026 at 2:00 pm. This list is being forwarded for your review.

The basis of award of the low responsive and responsible bidder(s) is based upon the Total Cash Purchase Price.

Bid Category No. 27 – PV Structural
Total Bids Received – 5
Name: **B.F. Steel, Inc.** City: Harbor City
License No.: 742057 Class: C51
DIR No.: 1000008296
Notes: *The first low bidder, RND Contractors, Inc., requested relief from bid due to a clerical error. The second low bidders, B.F. Steel, Inc., has no noted irregularities.*
Total Cash Purchase Price: $ 1,100,950

Bid Category No. 28 – PV Electrical
Total Bids Received – 4
Name: **Southern California West Coast Electric, Inc.** City: Banning
License No.: 462222 Class: B, C7, C10
DIR No.: 1000002036
Notes: *No noted irregularities*
Total Cash Purchase Price: $ 993,934

Total Cash Purchase Price: $2,094,884.00

3612 Mission Inn Avenue Riverside, CA 92501 951 684 5901 fax: 951 684 0725

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Upon receipt please evaluate the bid forms, information stated above and advise how you would like Tilden-Coil Constructors to proceed.

Should you have any questions please do not hesitate to call.

Sincerely,

DocuSigned by:
Drew Collins
73B1FA50B96D4E4...

Drew Collins
Tilden-Coil Constructors

Attachments:

- Formal Evaluation of Bids (Bid Categories 27 & 28)
- RND Contractors, Inc. – Request from Relief of Bid Letter

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City of Redlands
Redlands Police Department Safety Hall - Photovoltaic
Bid No. (FCS20260715TM)
Low Bidder Evaluation Form
Bid Date: August 12, 2026 at 2:00pm

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

(Low Bidder Determined by Base Bid)

	BC 27 - PV Structural		
	RND Contractors, Inc. (Withdrew)	**B.F. Steel, Inc.**	**CABD Construction, Inc.**
BID FORM			
Base Bid Amount		$ 1,100,950.00	$ 1,177,000.00
Number & Written Values Match		Yes	Yes
Deductive Alternate No. 4		$ 550,000.00	$ 600,000.00
Addenda - Acknowledged		Yes	Yes
California License #, Expiration, License Classification		742057, C51, 10/31/2027	979680, B, C51, 12/31/2026
City - Business Located In?		Harbor City	Sun Valley
Verified License on CSLB Website? - https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx		Yes	Yes
DIR Number, Expiration? - https://efiling.dir.ca.gov/PWCR/Search		1000008296, 06/30/2027	1000005828, 06/30/2027
Signature Lines Complete & Signed by Authorized Co. Officer, incl. Corporate Seal		Yes	Yes
DESIGNATION OF SUBCONTRACTORS			
Must include Name of Subcontractor, Location, Scope, License, Bid Amount, and DIR (Included for Fabricators & Installers >0.5%)?		N/A	Yes
Was Bid Amount and/or DIR # submitted separately within 24 hrs of bid closing?		N/A	Yes
BID BOND			
Bid Bond (attached, Min. 10%, signed, corporate seal, notarized)		Yes	Yes
Surety Co Name & CA ID Number - https://interactive.web.insurance.ca.gov/companyprofile/companyprofile		United Fire & Casualty Company, 2416-6	The Ohio Casualty Insurance Company, 5133-4
Power of Attorney Attached?		Yes	Yes
Certificate of Authority for Surety Attached?		Yes	Yes
OTHER FORMS			
Contractor's Certificate Regarding Workers Compensation - provided & signed		Yes	Yes
Non-Collusion Declaration - provided & signed		Yes	Yes
Acknowledgment of Bidding Practices Regarding Indemnity		Yes	Yes
Site Conditions Certification		Yes	Yes

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City of Redlands
Redlands Police Department Safety Hall - Photovoltaic
BC 27 - PV Structural
Subcontractor Listing

	1	2	3
Bidder's Name	**RND Contractors, Inc. (Withdrew)**	**B.F. Steel, Inc.**	**CABD Construction, Inc.**
Subcontractor 1			**LP Drywall & Metal Studs**
Lic # Verified			Yes
DIR # Verified			Yes
Subcontractor 2			
Lic # Verified			
DIR # Verified			
Subcontractor 3			
Lic # Verified			
DIR # Verified			
Subcontractor 4			
Lic # Verified			
DIR # Verified			
Subcontractor 5			
Lic # Verified			
DIR # Verified			

Docusign Envelope ID: E8104827-0900-8D7D-814C-49A6DB9E4779

City of Redlands
Redlands Police Department Safety Hall - Photovoltaic
Bid No. (FCS20260715TM)
Low Bidder Evaluation Form
Bid Date: August 12, 2026 at 2:00pm

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

(Low Bidder Determined by Base Bid)

	BC 28 - PV Electrical		
	Southern California West Coast Electric Inc.	**Champion Electric Inc.**	**R.I.S. Electrical Contractors, Inc.**
BID FORM			
Base Bid Amount	$ 993,934.00	$ 1,214,000.00	$ 1,497,000.00
Number & Written Values Match	Yes	Yes	Yes
Deductive Alternate No. 4	$ 344,628.00	$ 532,000.00	$ 425,000.00
Addenda - Acknowledged	Yes	Yes	Yes
California License #, Expiration, License Classification	462222, B,C-7,C10, 08/31/2026	744374, B,C10, 01/31/2028	712468, B,C10,C31, 09/30/2027
City - Business Located In?	Banning	Riverside	Riverside
Verified License on CSLB Website? - https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx	Yes	Yes	Yes
DIR Number, Expiration? - https://efiling.dir.ca.gov/PWCR/Search	1000002036, 06/30/2028	1000001571, 06/30/2029	1000003909, 06/30/2028
Signature Lines Complete & Signed by Authorized Co. Officer, incl. Corporate Seal	Yes	Yes	Yes
DESIGNATION OF SUBCONTRACTORS			
Must include Name of Subcontractor, Location, Scope, License, Bid Amount, and DIR (Included for Fabricators & Installers >0.5%)?	N/A	Yes	N/A
Was Bid Amount and/or DIR # submitted separately within 24 hrs of bid closing?	N/A	Yes	N/A
BID BOND			
Bid Bond (attached, Min. 10%, signed, corporate seal, notarized)	Yes	Yes	Yes
Surety Co Name & CA ID Number - https://interactive.web.insurance.ca.gov/companyprofile/companyprofile	Merchants Bonding Company, 2482-8	Fidelity and Deposit Company of Maryland, 2479-4	Fidelity and Deposit Company of Maryland, 2479-4
Power of Attorney Attached?	Yes	Yes	Yes
Certificate of Authority for Surety Attached?	Yes	Yes	Yes
OTHER FORMS			
Contractor's Certificate Regarding Workers Compensation - provided & signed	Yes	Yes	Yes
Non-Collusion Declaration - provided & signed	Yes	Yes	Yes
Acknowledgment of Bidding Practices Regarding Indemnity	Yes	Yes	Yes
Site Conditions Certification	Yes	Yes	Yes

Docusign Envelope ID: E8104827-0900-8D7D-814C-49A6DB9E4779

City of Redlands
Redlands Police Department Safety Hall - Photovoltaic
BC 28 - PV Electrical
Subcontractor Listing

	1	2	3
Bidder's Name	**Southern California West Coast Electric Inc.**	**Champion Electric Inc.**	**R.I.S. Electrical Contractors, Inc.**
Subcontractor 1		**Enko Systems Inc.**	
Lic # Verified		Yes	
DIR # Verified		Yes	
Subcontractor 2			
Lic # Verified			
DIR # Verified			
Subcontractor 3			
Lic # Verified			
DIR # Verified			
Subcontractor 4			
Lic # Verified			
DIR # Verified			
Subcontractor 5			
Lic # Verified			
DIR # Verified			

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RND CONTRACTORS INC.

CA Cont. Lic. No. 898471 A C51

Date: 08-13-2026

To: City of Redlands
Project: Redlands Police Department Safety Hall
Bid No.: FCS20260715TM

1.1.1. RE: Withdrawal of Bid Due to Clerical Error

Dear Owner/Construction Manager:

We respectfully request to withdraw our bid submitted for the above-referenced public works project.

Following submission of our bid, we identified a clerical/administrative error in our bid documents that materially affects the accuracy of our submitted bid. The error was inadvertent and was not discovered until after the bid was submitted.

Accordingly, we respectfully request that our bid be withdrawn and considered non-responsive for purposes of award.

We apologize for any inconvenience this may cause and appreciate your consideration of this request.

Please contact us if any additional documentation or information is required.

Sincerely,

Jesse Dunn
Vice President
RND Contractors Inc.
909-721-7129
jdunn@rndcontractorsinc.com

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: _____

FINANCE USE ONLY
TRANSACTION NO: _____
ACCOUNTING PERIOD: _____

An additional appropriation is hereby requested as follows:

Department: _____

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Building Construction/Improvement	406200	8503		$ 2,094,884.00
Transfer Out to Other Funds	311501	9901		$ 2,094,884.00
			$	$ 4,189,768.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Transfer In from Other Funds	406200	4901		$ 2,094,884.00
			$	$ 2,094,884.00

JUSTIFICATION: For the design, build, and installation of photovoltaic canopies and related solar insfrastructure as part of the overall RPDSH Project. Approval of this item will authorize an additional appropriation of $2,094, 884 in Fund 406 and a corresponding transfer from Fund 311, allocating 2026 COP bond proceeds to fund this project.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council **AGENDA ITEM NO. K2.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Contract with Maxwell Asphalt, Inc., for the Taxiway Alpha and Apron Pavement Treatment Project, and approve an additional appropriation in the amount not to exceed $658,048, and determination that the project is categorically exempt from environmental review pursuant to Section 15301 of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that approval of the contract and construction of the Taxiway Alpha and Apron Pavement Treatment Project are categorically exempt from environmental review in accordance with Section 15301 of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Taxiway Alpha and Apron Pavement Treatment Project Plans and Specifications and award a construction contract to Maxwell Asphalt, Inc., in an amount of $598,225; and

3. I move that the City Council approve an additional appropriation in an amount not to exceed $658,048, consisting of the contract amount of $598,225 and a 10% contingency of $59,823 from the Airport Projects and Grants Fund.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the contract and construction of the Taxiway Alpha and Apron Pavement Treatment Project is categorically exempt from environmental review in accordance with Section 15301 of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the Taxiway Alpha and Apron Pavement Treatment Project Plans and Specifications and award a construction contract to Maxwell Asphalt, Inc. in an amount not to exceed $598,225, and approve an additional appropriation of $658,048 from the Airport Projects and Grants Fund.

DISCUSSION:

The Taxiway Alpha and Apron Pavement Treatment Project (Project) will be funded in part with Federal Aviation Administration (FAA) Airport Capital Improvement Plan (ACIP) entitlement funds allocated to the Redlands Municipal Airport.

The Project includes pavement maintenance and rehabilitation activities such as removal of existing markings and vegetation, crack sealing, asphalt seal coating of Taxiway Alpha, slurry sealing of the east and west aprons, and re-striping of all affected areas.

Staff prepared the plans and specifications in-house and advertised the construction phase of the Project on March 10, 2026. The City Clerk's Office received the following bids:

BIDDER	BID AMOUNT
1. Maxwell Asphalt, Inc.	$598,225
2. C.R. Contracting, LLC.	$646,320
3. Pavement Coatings, Co.	$1,035,495

Each bid was reviewed by staff to assess compliance with bid requirements and Maxwell Asphalt, Inc. was determined to be the lowest responsive bidder. Staff recommends awarding a construction contract to Maxwell Asphalt, Inc. The Project will be completed within sixty (60) calendar days after issuance of a Notice to Proceed to the contractor. Upon successful completion of the Project, the City of Redlands anticipates receiving $563,000, the full balance of FAA ACIP grant funds to be allocated to the Redlands Municipal Airport (REI), as reimbursement.

This Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act as the Project involves maintenance of an existing utility facility with a negligible expansion of capacity.

ALTERNATIVES:

The City Council may elect to not approve the staff recommendation and provide alternative direction.

STRATEGIC PLAN:

This Project supports the City's Strategic Plan by maintaining and improving critical transportation infrastructure, enhancing operational safety at the Redlands Municipal Airport, and preserving public assets through cost-effective preventative maintenance.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
Monica Heredia, Municipal Utilities and Engineering Director
James Garland, Finance Director

PREPARED BY:
Rosie Linares, Administrative Analyst

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: No

Amount: $658,048

Budgeted Y/N: N

Account No.: 564910

Additional Appropriation Required: Yes

Discussion:

FAA Grant funded rehabilitation and maintenance of Redlands Airport pavement in an amount not to exceed $658,048. A total of $658,048 is needed to complete the Project ($598,225 plus a 10% contingency of $59,823). Upon successful completion of the project, the City of Redlands anticipates receiving $563,000, the full balance of FAA CIP grant funds allocated to Redlands Municipal Airport (REI), resulting in the net cost of up to $95,048 (including contingency of $59,823). The appropriation will appropriate both the grant revenue and grant-related expenditures in the Airport Projects and Grants org key (564910), per the terms of the grant agreement.

Attachments

A_Public_Works_Contract_w_Maxwell_Asphalt.pdf

B_Additional_Appropriation_Form_Revised.pdf

C_Bid_Analysis_for_FCS01122026TFR.pdf

D_Bid_Report_-_Taxiway_Alpha_Apron_Pavement_Treatment_Project.pdf

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 20th day of October 2026, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Maxwell Asphalt, Inc., a Utah corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

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

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Taxiway Alpha and Apron Pavement Treatment Project, Project No, FCS01122026TFR, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Taxiway Alpha and Apron Pavement Treatment Project, Project No. FCS01122026TFR (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Ninety-Eight Thousand Two Hundred Twenty-Five dollars ($598,225.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

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

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

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

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

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

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

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

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

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

MAXWELL ASPHALT, INC._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Taxiway Alpha and Apron Pavement Treatment Project
Project No. FCS01122026TFR

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

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

CHECK ONE

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

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

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

Dated this ____ day of _____, 2026.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

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

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Maxwell Asphalt, Inc. (hereinafter designated as "Principal") have entered into an agreement dated October 20, 2026 ("Agreement"), whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Taxiway Alpha and Apron Pavement Treatment at the Redlands Municipal Airport and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Ninety-Eight Thousand Two Hundred Twenty-Five dollars ($598,225.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

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

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

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

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

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

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

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2026.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
	_____
	Telephone: ( )_____

(Seal and Notarial Acknowledgment of Surety)

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Maxwell Asphalt, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated October 20, 2026, and identified as Taxiway Alpha and Apron Pavement Treatment at the Redlands Municipal Airport Project, Project No. FCS01122026TFR is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Ninety-Eight Thousand Two Hundred Twenty-Five dollars ($598,225.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[See next page for Signatures]

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2026.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( ) _____

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/20/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Non-Capital Expenditures	564910	7901	F564009	$658,048.00
Reimbursed Expenditures	564900	6912	F564009	$29,632.00
Reimbursed Expenditures	564900	6912	F564009	($29,632.00)
				$ 658,048.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
FY26 Federal Grants	564910	4407	F564009	$563,000.00
				$ $563,000.00 -

JUSTIFICATION: FY26 FAA-Approved AIG (FCS01122026TFR Pavement Treatment Project) funded project for Redlands Municipal Airport. $563,000.00 funded by the Federal Aviation Administration and $35,225.00 requested by FCS to make up the total amount of $658,048.00 which includes a 10% contingency.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

ATTACHMENT "C"

CITY OF REDLANDS

FACILITIES AND COMMUNITY SERVICES DEPARTMENT

BID ANALYSIS

PROJECT NO. FCS01122026TFR

BID DATE: 10-Mar-2026

TAXIWAY ALPHA AND APRON PAVEMENT TREATMENT PROJECT

EST. START DATE: subject to FAA approval

Item No.	Bid Item	Quantity	Unit	Maxwell Asphalt, Inc.		C.R. Contracting, LLC.		Pavement Coatings Co.	
				Unit Price $	Item Price $	Unit Price $	Item Price $	Unit Price $	Item Price $
1	Mobilization	1	LS	25,000	25,000	15,000	15,000	34,000	34,000
2	Safety and Traffic Control	1	LS	15,000	15,000	48,000	48,000	152,500	152,500
3	Taxiway-Alpha and Aprons crack seal/fill per FAA AC 150-5370-10H Item P-605	15,000	LF	2.95	44,250	2.85	42,750	2.15	32,250
4	Taxiway Emulsified asphalt seal coat per FAA AC 150/5370-10H Item P-608	42,000	SY	1.95	81,900	2.75	115,500	6.1	256,200
5	Install Yellow Runway Hold Position Marking on black contrast paint. Include Type-III Glass Beads.	1,800	LF	4.25	7,650	21	37,800	34.2	61,560
6	Install 6-inch-wide yellow Taxiway centerline marking. Include Type-II glass beads.	5,000	LF	4.25	21,250	1.75	8,750	2	10,000
7	Install Double Yellow Taxiway solid edge marking. Include Type-III glass beads.	3,000	LF	4.25	12,750	3	9,000	6.2	18,600
8	Install Yellow Movement/Nonmovement taxiway boundary marking to match existing. Include Type-III glass beads.	1,500	LF	4.25	6,375	7.15	10,725	7.5	11,250
9	Install yellow dashed Taxiway edge line markings. Include Type-III glass beads.	2,500	LF	4.25	10,625	3.25	8,125	3.6	9,000
10	Install Transient Aircraft 6-inch-wide paint-lined parking boxes on East Apron.	1,000	LF	4.25	4,250	1.5	1,500	2	2,000
11	Install Yellow Apron Lead-In lines for Hangar Rows to match existing. Include Type-III glass beads.	4,000	LF	4.25	17,000	3.75	15,000	2	8,000
	Total Base Bid			246,050		312,150		595,360	
Bid Additive									
12	West Ramp Aircraft Tie-Down area, East Ramp. 4-hangar rows and Apron Crack Seal/fill per FAA A/C 150/5370-10H item P-605	10,000	LF	2.95	29,500	3.25	32,500	3.5	35,000
13	West Ramp Tie-Down area, East Ramp. 4-hangar rows and Apron Emulsified Asphalt Slurry Seal (Type-II) per FAA A/C 150/5370-10H Item P-626	78,000	SY	3.75	292,500	3.5	273,000	4.77	372,060
14	Install 6-inch-wide Yellow Taxiway centerline marking. Include Type-III glass beads	1,100	LF	4.25	4,675	1.5	1,650	2	2,200
15	Install 6-inch-wide yellow T-line parking designator.	2,500	LF	4.25	10,625	1.75	4,375	2.9	7,250
16	Install yellow Movement/Nonmovement boundary marking. Include Type-III glass beads.	2,800	LF	4.25	11,900	7.15	20,020	7.5	21,000
17	Install 12-inch-wide white vehicle driveway edge marking.	700	LF	4.25	2,975	3.75	2,625	3.75	2,625
	Total Bid Additive			352,175		334,170		440,135	
	Total Base Bid Plus			598,225		646,320		1,035,495	

Low Bidders #1, #2

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **10th day of March 2026 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Taxiway Alpha & Apron Pavement Treatment Project. Project No. FCS01122026TFR** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Cover Page	Bid Certification Signed	Bid Bond Included	Addenda (2)	Base Bid Amount	Base Bid + Additive Bid "A"
1	Maxwell Asphalt, Inc., Salt Lake City, UT	Yes	Yes	Yes	Yes	$246,050.00	$598,225.00
2	CR Contracting LLC, Bend, OR	Yes	Yes	Yes	Yes	$312,150.00	$646,320.00
3	Pavement Coatings Co., Jurupa Valley, CA	Yes	Yes	Yes	Yes	$595,360.00	$1,035,495.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelynn Butters, Ted Richardson

City Council **AGENDA ITEM NO. K3.**

DATE: October 20, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action regarding the future location of the Downtown Morning Market for third-party operation (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to select _____ as the location for the Downtown Morning Market for operation by a third party operator.

RECOMMENDATION:

Staff recommends that the City Council provide direction regarding the preferred location of the Downtown Morning Market for operation by a qualified third-party operator.

DISCUSSION:

On May 19, 2026, the City Council discussed the Downtown Morning Market hours of operation, potential relocation options, and possible coordination with the existing Farmers Market at Grove School. In an effort to reduce the impact on downtown parking availability and peak business activity, the City Council directed that the Market's hours of operation be changed to 7:00 a.m. to 11:00 a.m. Several parties have expressed interest in managing operations of the Downtown Morning Market. In response to their interest, City Council agreed to soliciting proposals as an equitable approach and directed City staff to explore alternative sites near downtown and solicit proposals for a third-party administration of a weekly Farmer's Market.

For background, the Market has operated for many years as a Certified Farmers Market intended to support local agriculture and small businesses while providing a regular community activity within Downtown Redlands. Over its history, the Market has operated at different locations and under various operating conditions as the City has sought to balance the needs of market vendors, customers, downtown businesses, and the community. More recently, since returning to downtown in March 2026 after a brief hiatus, the Market hosted an average of 30 vendors and 340 customers each week providing opportunities for the community, local farmers, food producers, artisans, and other vendors while contributing to activity within the downtown area.

However, the Market’s operation has also presented ongoing challenges, including maintaining sufficient vendor participation, balancing operating hours with the needs of vendors and downtown businesses, parking, customer access, and establishing a sustainable long-term operating model. Furthermore, following the Market's change in operating hours to 7:00 a.m. to 11:00 a.m. in June 2026, attendance declined from an estimated average of 340 customers to approximately 290 customers, with 13 vendors withdrawing from participation.

To explore alternatives and address ongoing Market operational challenges, as directed by the City Council, staff intends to prepare and release a Request for Proposals (RFP) to identify a qualified third-party operator for the Downtown Morning Market. The RFP will seek an operator capable of managing a high-quality Certified Farmers Market that supports farmers and other appropriate vendors, attracts residents and visitors, complements surrounding businesses, and provides a welcoming community gathering place while maintaining appropriate City oversight.

The RFP will establish the general operating expectations and responsibilities of the selected operator, including market management, required certifications and regulatory compliance, vendor recruitment and management, marketing and promotion, programming, site operations, and regular reporting to the City. Submittals will be reviewed for demonstrated experience operating farmers markets or similar events and the organizational and financial capacity necessary to successfully operate the Market. The RFP will also require proposers to identify their proposed operating approach, vendor mix, marketing strategy, revenue sources, and any requested City funding, equipment, services or other support. This approach will allow the City to evaluate competing proposals based on overall quality, experience, financial sustainability, the level of requested City support, and the proposer's ability to maintain and grow a successful Market.

One element requiring City Council direction prior to issuance of the RFP is the future location of the Market. Staff has identified four potential locations for consideration:

- Smiley Park, north of the Police Annex and adjacent to Cajon Street;
- Sylvan Park;
- State Street between 6th and 8th Streets; and
- Citrus Avenue between 6th and 8th Streets.

State Street would place the Market prominently within the heart of the downtown commercial district and provide close proximity to downtown businesses. Citrus Avenue would similarly maintain the Market within the downtown core. Both locations, however, would require recurring street closures and the continued use of City personnel and resources to support those closures. Smiley Park would provide a location near downtown without requiring the regular closure of a public street and could reduce the City's ongoing operational involvement. Sylvan Park would move the Market outside of the downtown core but could provide opportunities to serve residents north of Interstate 10 and the nearby University of Redlands community. Each location presents different considerations related to visibility, parking, accessibility, available space, interaction with downtown businesses and the level of ongoing City support required.

Following City Council direction regarding the location, staff will incorporate that direction into the RFP and proceed with the competitive solicitation process. The resulting proposals will be evaluated based on the criteria established in the RFP and returned to the City Council for consideration of a potential agreement with the recommended operator.

ALTERNATIVES:

The City Council may provide alternative direction regarding the location of the Downtown Morning Market; direct staff not to proceed with an RFP and continue City operation of the Market under its current operating model; or direct that the Downtown Morning Market be discontinued altogether, allowing other existing markets to fulfill the community need.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Tricia Munoz, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: No

Amount: $0

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: No

Discussion:

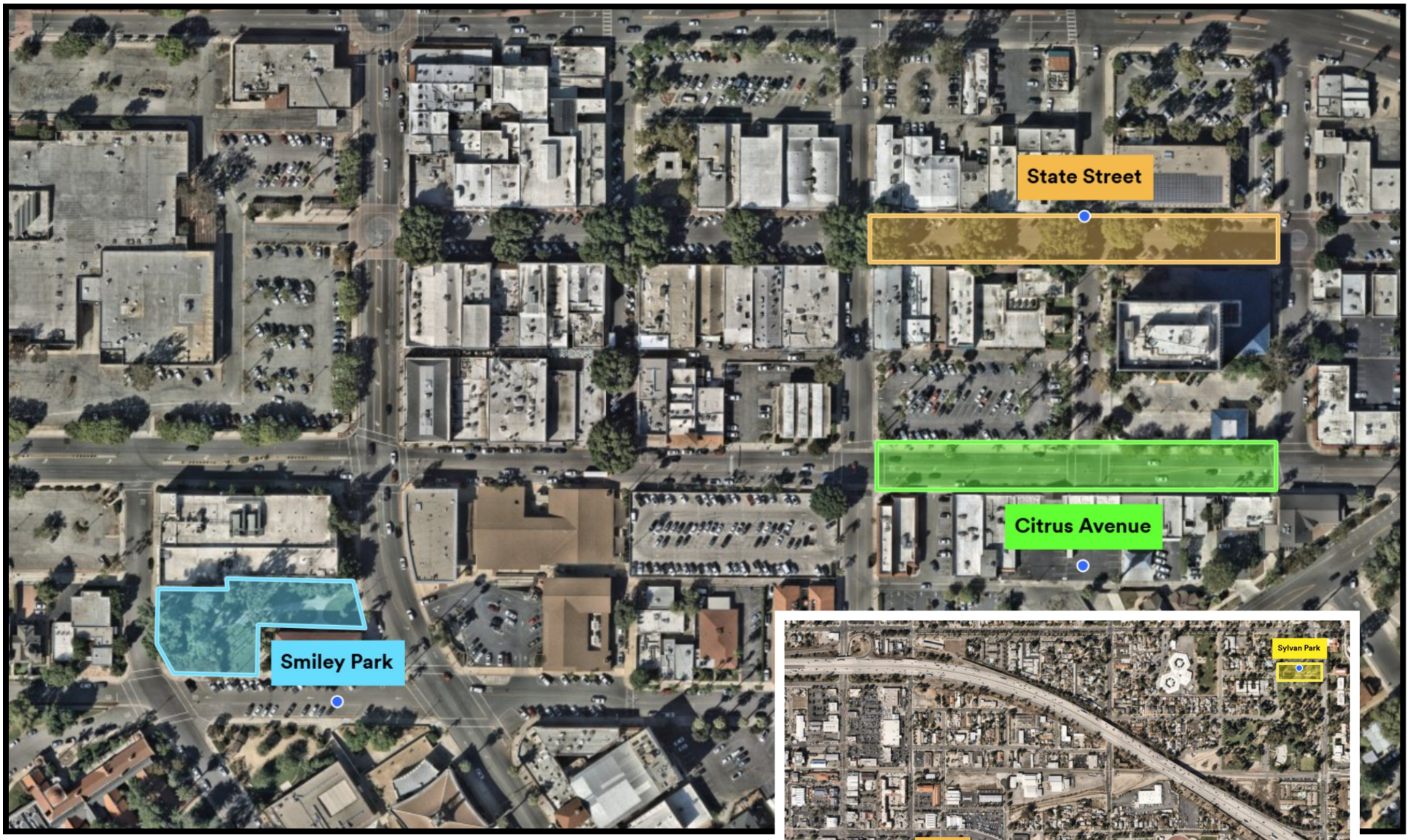
There is no direct fiscal impact associated with providing direction regarding the future location of the Downtown Morning Market or the development and issuance of an RFP.

Any future fiscal impact associated with contracting with a third-party operator will depend upon the proposals received and the terms of an agreement subsequently considered by the City Council. The RFP will require proposers to identify any requested City funding, equipment, services, or other resources so that the anticipated cost to the City can be evaluated as part of the proposal review process.

Attachments

Attachment_A_-_Morning_Market_Potential_Locations.pdf

Morning Market - Potential Locations



- Smiley Park
- State Street between 6th and 8th Streets
- Citrus Avenue between 6th and 8th Streets

Morning Market - Potential Locations



- Sylvan Park