CITY OF REDLANDS

CITY COUNCIL

A G E N D A

MARCH 21, 2023

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member
***
JEANNE DONALDSON
City Clerk

ROBERT DAWES
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

Recycled Paper

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, MARCH 21, 2023

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

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

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

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

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

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

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



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

Recycled Paper

5:00 P.M.

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

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

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

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

   a. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

   b. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

   c. Alvarado-Salcido v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2218452

2. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	204 E. Redlands Blvd (APN 0171-071-08-0000); 180 Ninth Street (APN 0171-088-06-0000, APN 0171-088-07-0000); 160 Ninth Street (APN 0171-088-05-0000)
Agency Negotiators:	Charles M. Duggan, Jr. City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Lance Lenhert, Redlands Community Investment Group
Under Negotiation:	Terms of payment and price of possible purchase of property by City

Recycled Paper

6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Proclamation declaring March 31, 2023 as Cesar E. Chavez Day in the City of Redlands presented to Jerry Coyazo, and the Hispanic Caucus Teamster Local No. 1932

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

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

1. Approve the regular meeting minutes of March 7, 2023, and the special meeting minutes of March 13, 2023 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring March 31, 2023, as Cesar E. Chavez Day (Mayor Tejeda)

3. Approve recommendation for appointment to the Street Tree Committee (Mayor Tejeda)

4. Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Saucedo)

5. Adopt Ordinance No. 2956 - (Second Reading) - Adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots (Interim Police Chief Tolber)

6. Approve the Inter-Agency Instruction Services Agreement with the San Bernardino Community College District for Fire Service Instruction Training by the Redlands Fire Department at the Crafton Hills College site for a five-year term beginning July 1, 2023, to June 30, 2028 (Fire Chief Sessler)

Recycled Paper

7. Adopt Resolution No. 8450 - A request for the City Council to declare its intention to vacate a portion of Reservoir Road, consisting of approximately 1,317 linear feet of public right-of-way, adjacent to the frontage of the vacant parcel located at the northwest corner of Reservoir Road and Wabash Avenue (APN: 0174-281-13-0000) as submitted by property owner Terracina Recovery, LLC. The proposed vacation of public right-of-way is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines Development Services Director Desatnik)

8. Approve Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Accept the 2020 Homeland Security Grant Program Funding award in the amount of $21,209 for the purchase of mobile radios and authorize an additional appropriation for the same (Fire Chief Sessler)

10. Adopt Resolution No. 8432 to receive an annual report of City of Redlands surplus lands; and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

11. Approve a request for in-kind support in the amount of $92,524 related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 14, 2023, through April 16, 2023; authorize temporary street closures related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the sale and consumption of alcoholic beverages at the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State’s guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

12. Approve the Memoranda of Understanding between HumanGood and the City of Redlands to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments within the City of Redlands (Assistant City Manager Boatman)

J. **Communications**

1. Annual Report of the Library Board of Trustees by William Hatfield (Library Director McCue)

2. Receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2021-22 (Management Services/Finance Director Garcia)

3. National Mayors Challenge for Water Conservation (Municipal Utilities and Engineering Director Harris)

K. **New Business**

1. Consideration of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and 0300-451-25-0000 for $1,400,000, authorization for the Mayor to execute the contract documents, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

2. Consideration and adoption of Resolution No. 8439 amending the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June (City Attorney Abich Garcia)

3. Consideration of Ordinance No. 2922: AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING and a determination that the Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

4. Discussion and possible action relating to the Redlands Downtown Market (Assistant City Manager Boatman)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on April 4, 2023

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-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.

Recycled Paper

City Council Meeting **I. 1.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of March 7, 2023, and the special meeting minutes of March 13, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of March 7, 2023, and the special meeting minutes of March 13, 2023.

Attachments

Regular meeting minutes of March 7, 2023

Special meeting minutes of March 13, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 7, 2023 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline, and he offered the public an opportunity to provide comment on any item on the agenda for the closed session. City Attorney Abich Garcia announced Item A-1 should be removed from the agenda because Council Member Saucedo was able to attend the meeting in person tonight instead of attending remotely under AB 2449 "Just Cause".

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery. The pledge of allegiance to the American flag was presented by Mentone Elementary School students.

City Attorney Abich Garcia announced that Council Member Saucedo had planned to attend the meeting remotely under the AB 2449 "Just Cause", but due to a change in plans, he attended the meeting in person.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Kaitlyn Giroux introduced "Iris", a two-year-old female Siberian Husky mix, who is available for adoption, along with thirty-eight other dogs and eight cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been fifteen dogs and seven cats adopted in February 2023.

PUBLIC COMMENT

No Parking Signs & Morning Market - Dennis Bell wondered who authorized non-city personnel to post "no parking" signs related to the Run Through Redlands event, and he was disappointed with the attendance for the Morning Market reintroduction held last Saturday.

Teamsters Support - Fourteen City employees including, Eric Breazil, Steven Lujan, Phillip Buyak, Lawrence Amardor, Dave Gianinni, Gabriel Jimenez, Jonathan Martinez, Jared Adams, Nick Quintana, Miguel Gomez, Samantha Bortoli, Gabriel Cortez, Elizabeth Wright and Shannon Simmers briefly introduced themselves to the City Council, explaining they proudly represented the Teamsters Local 1932 Redlands Chapter. Council Members expressed their appreciation and support of all the City Teamsters and what they do for this community.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of February 21, 2023, and the special meeting minutes of February 22, 2023.

Vote: 5 - 0 Passed

Proclamation Women's History Month

Mayor Tejeda introduced the Proclamation declaring the month of March 2023 as Women's History Month and each Council Member provided their strong support of this important event. As public comment, Peter Hall and Joshua David Hall voiced opposition to the proclamation, suggesting that to be fair, the City should declare a Men's History Month, and they said that society was trying to erase gender, so they weren't clear who the proclamation was celebrating.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of March 2023 as Women's History Month.

Vote: 5 - 0 Passed

Proclamation Hero of the Arts Award Dave and Robin Maupin

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation honoring Dave and Robin Maupin on their Hero of the Arts Award.

Vote: 5 - 0 Passed

Resolution No. 8446 Statement of Investment Policy

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8446 establishing a Statement of Investment Policy and Rescinding Resolution No. 8309.

Vote: 5 - 0 Passed

Resolution No. 8447 Investment Authority

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8447 delegating investment authority to the City Treasurer pursuant to Government Code Section 53607.

Vote: 5 - 0 Passed

Amending Michael Baker International Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Third Amendment to the Professional Services Agreement with Michael Baker International, Inc. increasing the existing agreement from $299,990 by $100,000 for a total aggregate amount not-to-exceed $399,990 for professional planning, environmental, and development review services, extending the end-term of the agreement from March 31, 2023, to June 30, 2024; and approved an additional appropriation in the amount of $50,000.

Vote: 5 - 0 Passed

Resolution No. 8444 Street Vacation No. 182

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8444 for Street Vacation No. 182, for summary vacation of excess public alley right-of-way that is 15 feet wide and approximately 354 feet in length located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000), (Joseph E. Bonadiman, Applicant). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8448 Four-Way Stop Intersection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8448 establishing a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection; and determined that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

MOU Salt and Nutrient Management Plan & Feasibility Study

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement is exempt from environmental review pursuant to Section 15378 of the state's guidelines implementing the California Environmental Quality Act; approved the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department; appointed the City Manager or his designee as the City's representative; and approved an additional appropriation in an amount not-to-exceed $117,000 for this project.

Vote: 5 - 0 Passed

Omnitrans Pass Distributor Sales Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens 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 Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens.

Vote: 5 - 0 Passed

Request to Consume Alcohol at Israel Beal Park

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the request for the consumption of alcoholic beverages within a City park during Kobi Fletcher's Wedding 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 request for the consumption of alcoholic beverages at Kobi Fletcher's Wedding to be held on March 17, 2023.

Vote: 5 - 0 Passed

Police Vehicle Equipment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles for an amount not to exceed $177,046.80.

Vote: 5 - 0 Passed

Art Piece Donation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, to accept the donation of the painted steel art piece *Peloton Takes the Curve*, from and by artist Kathleen King-Page; and directed staff to install the sculpture in Simonds Parkway.

Vote: 5 - 0 Passed

COMMUNICATIONS

Municipal Utilities/Public Works Commission Annual Report

Commissioner Adekunle Ojo presented the Annual Report of the Municipal Utilities/Public Works Commission, adding it was a very busy year for the Commission. Accomplishments included project review of Pavement Management Program, WWTP Improvement – Phase 1B Completed, Water Systems & Wastewater System Master Plan Updates, Groundwater Well & Booster Pump Rehabilitation, Waterline Replacement, Wastewater Replacement & Slip-Lining, Water System SCADA Expansion, Citywide Water Meter Replacement and Sidewalk/ADA Ramp Replacement. He highlighted a few of the goals planned for next year, including, Transition to WWTP Improvement Project – Phase 2, Implement Utility Planning Document Project recommendations and continued review of Groundwater Well Rehabilitation Project.

Cultural Arts Commission Annual Report

Vice Chair Daniel Gohman provided the Annual Report of the Cultural Arts Commission, reviewing the Commission's Mission and Initiatives, which included efforts to promote public interest in the Arts, recommending new art programs, recommending policies to encourage, develop, and support the Arts in Redlands and advising the Council on the City's Art in Public Places program. Art initiatives and special projects include murals, public art, Art on Loan program, public & private developments, meetings with the planning, parks and recreation commissions, collaborating with local non-profits to increase cultural arts in Redlands, presentation to Redlands Art Association and collaborating with RUSD and Redlands University. One project under consideration was to establish an art gallery at the new City Hall to increase access to the arts, and he said the Commission desired to increase the number of murals located on the north side of town to promote a deeper sense of community.

Parks and Recreation Advisory Commission Annual Report

Commissioner Justin Weekley presented the Annual Report of the Parks and Recreation Advisory Commission, highlighting activities and accomplishments for the year. These included a thorough review and reimagining of the Morning Market program, continued oversight of the Joslyn Senior Center Rehabilitation project, field allocations for spring and fall and onsite park tours to develop a list of recommendations for improving the parks. Looking ahead, he said the Commission was exploring installing a BMX pump track, considering adding murals within the Community Center and was excited to work with the Cultural Arts Commission to develop a mural project at the skate park.

Resolution No. 8451 City Council Dress Standards

Mayor Tejeda opened the discussion regarding Resolution No. 8451, relating to the dress standards for City Council and explained that currently there were no formal policies or regulations governing attire. City Attorney Abich Garcia clarified the decision to establish standards was within the Council's discretion to approve, but she added that standards can be difficult to enforce. As public comment, Rudi Whitmore and Jenn Kim were opposed to establishing a dress code, thought it unnecessary and stated that what an elected official chooses to wear has no bearing on their leadership abilities. Dennis Bell said this discussion was a waste of the Council's time. Kenneth Ford pointed out that what people wear can play a role in how they are perceived by others. A lengthy dialogue provided an opportunity for Council Members to offer their thoughts and perspectives concerning dress standards in general and it was agreed there was no need to take action on this matter. They determined that what each one chose to wear was completely their own decision.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, to take no action on Resolution No. 8451 related to the Dress Standards for City Council.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2956 Non-Electric Vehicle Parking Prohibitions

Interim Chief Tolber reviewed Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots. Since the opening of the parking garage located at 250 W. Stuart Avenue, there has been an increasing problem with non-electric vehicles parking in designated charging spaces for electric vehicles. The City does not currently have a municipal code to enforce this issue, and with the increase in electric vehicle charging stations, it is necessary to have a municipal code that can be used to enforce this violation. As public comment, Andrew Hartzell supported the new regulations.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously introduced, by roll call vote, Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to prohibit non-electric vehicles from parking in designated electric vehicle charging spots.

Vote: 5 - 0 Passed

Redlands Animal Shelter Response to Grand Jury Report

Assistant City Manager Boatman provided background of the City's written response to the findings and recommendations included in the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter. In 2022, the San Bernardino Civil Grand Jury initiated an investigation of the Redlands Animal Shelter and as part of their investigation, Grand Jury members visited the Animal Shelter on July 1, 2022, and August 12, 2022. On December 16, 2022, the San Bernardino Civil Grand Jury issued its report regarding the Redlands Animal Shelter. The City is required to submit a written response, approved by City Council at a public meeting, within 90 days, with the final submission due by March 16, 2023.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the written response to the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter; authorized the Mayor and City Manager to execute the response; and directed staff to submit by March 16, 2023, as required by Penal Code Section 933.05.

Vote: 5 - 0 Passed

Lugonia Citrus Grove Replanting

Assistant City Manager Boatman detailed an Agreement with Mariposa Landscapes, Inc. for an irrigation system installation, and replanting of Lugonia Citrus Grove and the removal of the existing citrus trees with Washburn Grove Management and a purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees. The Redlands Fire Department identified one acre of Lugonia Grove as an ideal location for a future Fire Station located at the corner of Lugonia Avenue and Judson Street, as a way to reduce response times. The Citrus Preservation Commission recommended reserving approximately 1 acre of Lugonia

Grove for use as a future fire station site and in exchange, the city would identify 1 acre within existing grove properties to supplant the lost acreage. Council Member Saucedo supported the proposal to locate a future fire station in this area, and he and Mayor Tejeda stressed the importance of informing the neighborhood and the general public so they will fully understand the timing of the project.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; approved an Agreement with Mariposa Landscapes, Inc. for the installation of a new irrigation system and replanting of Lugonia Citrus Grove for an amount not to exceed $105,100; approved a sole source purchase order with Washburn Grove Management for the removal of the existing citrus trees at Lugonia Grove for an amount not to exceed $59,400; approved a sole source purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees for an amount not to exceed $42,500; and approved the additional appropriation and re-allocation of funds from the Agricultural Open Space-Acquisition/Conservation Easement category of the Nevada Palmetto Grove sale proceeds in the amount of $227,700.

Vote: 5 - 0 Passed

Contract Award Prospect Park Lighting Upgrades Project

Assistant City Manager Boatman discussed the Public Works Contract with VT Electric, Inc. for an amount not-to-exceed $471,975 for the Prospect Park Lighting Upgrades Project. The Friends of Prospect Park (FOPP) generously provided funding for this project through a monetary donation to the City in the amount of $363,000. The FOPP stated, "this project will replace the existing obsolete and inoperable lighting with a modern energy-efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetic of the park while saving the city approximately 30% of the current operating costs". As public comment, Andrew Hartzell, of FOPP, was pleased to deliver a check to the City in the amount of $363,000 that is earmarked for the improvements. Richard O'Donnell thought that Measure T funds should be utilized to fund the project and not the FOPP donation. He said the donation would be better suited for park enhancements and not basic infrastructure needs.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the public works contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades Project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act; accepted the monetary donation in the amount of $363,000 from the Friends of Prospect Park for construction of the project and approved an additional appropriation of the same; designated $156,172.50 from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds to the Prospect Park Lighting Upgrades Project and appropriated $519,172.50 as detailed in the staff report; and approved an award of the public works construction contract to VT Electric, Inc. in the amount of $471,975.00 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo reported he participated in putting together boxes of dry goods and food to help those trapped in the local mountain communities. He stressed the critical need for updating disaster preparedness plans to be better prepared for all emergencies.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:21 P.M. The next regular meeting of the City of Redlands City Council will be held on March 21, 2023.

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

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

PUBLIC COMMENT

None forthcoming

CONSENT CALENDAR

Minutes

On motion of Board Member Davis, seconded by Chairman Tejeda, the minutes of the regular meeting of February 7, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

Resolution No. 493 Delegating Investment Authority

On motion of Board Member Davis, seconded by Chairman Tejeda, Resolution No. 493, delegating investment authority to the City Treasurer pursuant to Government Code Section 53607, was unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:22 P.M. The next regular meeting of the Agency will be held on April 4, 2023.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 13, 2023 at 6:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Absent:	Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order at 6:00 P.M. and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any subject within the jurisdiction of the City Council which is not already scheduled on this agenda.

PUBLIC COMMENT

None forthcoming

NEW BUSINESS

Reading of City Ordinances

City Attorney Garcia provided background on Senate Bill 1489, entitled, “Local Government Omnibus Act of 2022”. SB 1489 was signed into law by the Governor and became effective January 1, 2023. The new law amends Government Code Section 36934 by providing for an exception to the general rule that ordinances be read in full or by title. Prior to Senate Bill 1489, city ordinances were required to be read in full either at the time of introduction or passage, except when, after reading the title, further reading is waived by regular motion adopted by a majority vote of the legislative body. A legislative body may dispense with reading an ordinance in full or by title provided the full title of the ordinance is included on the published agenda; and a copy of the full text of the Ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council authorized, by roll call vote, the implementation of the changes to the City procedure for the reading of city ordinances consistent with Government Code Section 36934 as amended by Senate Bill 1489, which would no longer require the reading of the text or the full title of a city ordinance provided: 1) the full title of the ordinance is included on the published agenda; and 2) a copy of the full text of the ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Vote: 4 - 0 Passed

Ralph M. Brown Act Workshop

City Attorney Garcia presented an overview of the Ralph M. Brown Act, including its purpose, to ensure that meetings of decision-making bodies of local agencies are conducted in public, with the advance posting of an agenda stating the matters to be discussed by the body, and which allows members of the public to participate during the meeting. The Brown Act applies to Legislative Bodies of Local Agencies, Commissions, Boards and Committees created by Ordinance/State Law and Standing Committees (i.e., Budget Subcommittee). A quorum for the Redlands City Council was three Members, even if there was a vacancy. She defined "Meeting" to explain it may occur if a quorum of the City Council congregates at the same time and place to discuss or develop a collective concurrent on any matter of city business or occur by any use of direct communication including text, email, zoom, or with any use of social media utilized by a quorum. The subject matter was broad and represented any matter of city business or potential city business.

She discussed exemptions to the Brown Act and explained that it does not apply to less than a quorum, meetings of other agencies, conferences and seminars, ad hoc committees of short duration and limited scope and purely social events. Other Brown Act requirements include posting an agenda 72 hours before a regular meeting and 24 hours before a special meeting. The traditional rules for teleconferencing were contrasted with those of the new guidelines for teleconferencing under AB 2449. Other topic areas included "Just Cause", public comment, disruptive members of the public and Closed Session items. Several hypothetical situations were provided as an opportunity for the Council Members to interactively test their knowledge of the Brown Act and, in closing, each one expressed their appreciation of City Attorney Garcia's efforts in making the workshop very helpful and informative.

ADJOURNMENT

There being no further action the special meeting adjourned at 7:10 P.M.

City Council Meeting **I. 2.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring March 31, 2023, as Cesar E. Chavez Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a proclamation declaring March 31, 2023, as Cesar E. Chavez Day.

Attachments

Proclamation - Cesar E. Chavez Day 2023

PROCLAMATION

Cesar E. Chavez Day

WHEREAS, Cesar Estrada Chavez was born on March 31, 1927, and raised by farmworkers who lost their home and livelihood during the Great Depression. He toiled alongside men, women, and children who performed daily backbreaking labor for meager pay and in deplorable conditions, and who were denied the most basic protections, including minimum wages, health care, and access to drinking water; and

WHEREAS, having witnessed such conditions, Cesar Chavez resolved himself to bettering the plight of the farmworker, thus encouraging the organization of the National Farm Workers Association (NFWA) in 1962, later known as the United Farm Workers of America, wholeheartedly championing the cause of the farmworker, organizing multiple hunger strikes, marches, and non-violent resistance; and

WHEREAS, because of his extraordinary accomplishments, on August 8, 1994, Cesar Chavez posthumously became the second Mexican American to receive the Presidential Medal of Freedom, the highest civilian honor in the United States, and was honored by the State of California by the declaration of Cesar Chavez Day on the date of his birth; and

WHEREAS, Cesar Chavez has left a legacy as an educator, environmentalist, and a civil rights leader, reminding us that every job has dignity, every life has value, and that everyone, no matter who they are, what they look like, or where they come from should have the chance to flourish; and

WHEREAS, the City of Redlands has historically benefited as a community from the rich diversity of agricultural laborers who would become an integral part of its social and economic fabric, continuing its farming tradition, many members of which are still actively involved with the agricultural community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim March 31, 2023, as ***Cesar E. Chavez Day*** in the City of Redlands and encourages all residents to promote service to the community in honor of Cesar E. Chavez's life and work.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 21st day of March 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Street Tree Committee (Mayor Tejeda)

MOTION:

I move to appoint Katherine Vienne to serve the remainder of a four-year term on the Street Tree Committee ending February 16, 2027.

RECOMMENDATION:

It is recommended by Mayor Tejeda that the City Council consider this appointment to the Street Tree Committee.

DISCUSSION:

Committee Member Lorraine Enriquez resigned from the Street Tree Committee. Mayor Tejeda is recommending the appointment of Katherine Vienn to fill the vacancy. In February, the City issued a public notice soliciting applications for the Street Tree Committee. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. A total of four applications were received.

The Street Tree Committee consists of seven members as follows:

- Vacant
- Kelly Covey
- Adrian Asencion
- Christine Sedmack
- Paul Hodson
- Bettina McLeod
- Jessica Barrios

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Street Tree Notice
Street Tree Committee Applications

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

PUBLIC NOTICE

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

STREET TREE COMMITTEE

The Street Tree Committee shall be advisory to the City Council and shall recommend policies for the planting, care and removal of trees and shrubs in all parkways in the City.

The Street Tree Committee meets bi-monthly on the fourth Thursday of even-numbered months at 5:30 p.m. in the City Council Chambers. Residents interested in applying for the non-salaried position on this committee may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200 or by phone at 798-7510, or from the City's website www.cityofredlands.org.

The deadline for filing applications is March 8, 2023.

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

02/22/23

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

MAR - 8 2023

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

Received

Name LYNNE HENNERBY

Address [redacted]

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

Email [redacted]

Occupation NURSE

Reasons for desiring to serve – relevant experience and qualifications:

Trees are a vital part of life. I want to help ensure that they continue to play an important role in keeping Redlands healthy and beautiful for our future generations. I have been a keen gardener and arborist my whole life, both here in USA and Ireland.

Signature [signature] **Date** 3/7/2023

**** 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) Gerard Sabate, DDS.
[redacted]
Redlands CA 92373
Telephone [redacted]

(2) Sarah Johnson, PA-C.
[redacted]
CA 92373
Telephone [redacted]

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

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

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR - 6 2023

Received

COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Dr. Robert LaChausse

Address [redacted]

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

Email [redacted]

Occupation Professor

Reasons for desiring to serve – relevant experience and qualifications:

I have been a pilot (ASEL/IFR rating) for 20 years.
My home airport has been Redlands (KREI) for the past 8 years.
I volunteer regularly in the community- Redlands Bicycle Classic and have previously served on State-wide commissions and local advisory boards.

Signature [signature] **Date** 3-05-23

** 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) Kim Clark

Telephone [redacted]

(2) R. Sam Price

Telephone [redacted]

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

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

MAR - 6 2023

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

Received

Name Madeline Blua

Address [redacted]

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

Email [redacted]

Occupation Water Resource Specialist- YVWD

Reasons for desiring to serve – relevant experience and qualifications:

Qualification and Experience: Master's of Environmental Science, Water Resource Specialist at YVWD, and part-time lecturer at CSUSB.

I received my B.S. from the University of Redlands in 2015 and moved back to Redlands in 2019. Although I do not have deep "roots" in Redlands, I have come to appreciate this small-town. I would like to be more involved in my community and assist with leading it in the right direction. One of my favorite aspects of the city is the walk-ability and aesthetics of the streets. It is important to continue to emphasize aesthetics while making the city more resilient to drought, and I can offer insight to new water conservation regulations and practices.

Signature Madeline Blua Digitally signed by Madeline Blua DN: cn=Madeline Blua, o, ou, email=madeline.blua@csusb.edu, c=US Date: 2023.03.06 10:39:35 -08'00' **Date** 3/6/23

** 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) Wade Allsup

[redacted]

Redlands, CA 92373

Telephon [redacted]

(2) Jennifer Ares

[redacted]

Redlands, CA 92373

Telephon [redacted]

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

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

FEB 28 2023

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

Received

Name Andrea Nieman

Address [redacted]

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

Email [redacted]

Occupation Retail Manager

Reasons for desiring to serve – relevant experience and qualifications:

I served on the City's General Plan Steering Committee for 2035 General Plan and recieved My California Certified Nursery Professional certificate in 2004. I have 22 years experience with horticulture, the best cultivars for certain growing conditions, and overall landscape solutions.

Signature [signature] **Date** 02/24/23

** 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) Robb McDermott (2) Danielle Alvino Baker

Telephone [redacted] Telephon [redacted]

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

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

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
Street Treet Committee

City Manager's Office
FEB -1 2023
Received

Name Katherine Vienne

Address [redacted]

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

Email [redacted]

Occupation Natural Resources Manager

Reasons for desiring to serve – relevant experience and qualifications:

I would like to use my education and experience in natural resource management and urban forestry to serve on the city of Redlands Street Treet Committee.

I have a bachelors in Envornmental Science & a bachelors in Geography & Urban Planning, with 5 years of biological consulting experience.

Signature K Vienne **Date** 2/1/23

** 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) Michael Schneblin
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Donald Mitchell
[redacted]
Redlands, CA 92373
Telephone [redacted]

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

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

JAN 26 2023

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

Received

Name Joanne Stowitts

Address [redacted]

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

Email [redacted]

Occupation retired / volunteer Speech & Debate coach

Reasons for desiring to serve – relevant experience and qualifications:

I have volunteered my entire adult life in many different organizations. About 15 years ago I got rid of our front lawn, and slowly replaced it with native California landscaping - it is now a haven for wildlife. I believe that having native flora and historic plantings around Redlands will enhance the community and the wildlife, and use less water in the process.

Signature [signature] **Date** 26 Jan 2023

**** 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) Serene Ong

[redacted]

Redlands, CA 92373

Telephone [redacted]

(2) Tansu Philip

[redacted]

Redlands, CA 92373

Telephone [redacted]

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

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

✓ Address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

JAN 24 2023

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

Received

Name John Paul Beall

Address [redacted]

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

Email [redacted]

Occupation Project Finance, Renewable Energy

Reasons for desiring to serve – relevant experience and qualifications:

Former Parks Commissioner - 2009

Studied botany and urban planning at university and post-grad lev

Planted over 80 street trees in partnership with Street Tree Committee

Accounted for the carbon sequestration of different varieties of trees professionally according to EPA methodologies

Engaged in causes of City beautification through various volunteerism and board positions for 2

Signature John Paul Beall **Date** 1/24/23

** 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) Tom Atchley

[redacted]

Telephone [redacted]

(2) Chris Sedmack

[redacted]

Telephone [redacted]

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

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

Address Verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Offic

COMMISSION\BOARD APPLIED FOR

Street Tree Committee

JAN 23 2023

James Carritte

Name _____

[redacted]

Received

Address _____

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

Email _____

retired physician

Occupation _____

Reasons for desiring to serve – relevant experience and qualifications:

To help preserve the heritage of the community that is my home and I have been a part of for 40 years.

Signature James Carritte **Date** 1/19/23

**** 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) Martha Green

[redacted]

Telephone _____

(2) Patty Holohan

[redacted]

Telephone _____

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

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

✓ address Verified

City Council Meeting **I. 4.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Airport Advisory Board (Mayor Tejeda and Councilmember Saucedo)

MOTION:

I move to appoint Dennis Nodine to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Councilmember Saucedo has been delegated authority by Mayor Tejeda to make the recommendation for this appointment. It is recommended by Mayor Tejeda and Councilmember Saucedo that Denise Nodine serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

DISCUSSION:

Airport Advisory Board member James Douglas Pickens resigned from the board before the expiration of his term. In January, the City issued a public notice soliciting applications for the Airport Advisory Board. The public notice was concurrently aired on Redlands TV and posted on 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 and five applications from a previous posting were included for consideration. After reviewing all applications, Dennis Nodine is recommended to serve the remainder of the four-year term ending on May 1, 2025.

The Airport Advisory Board consists of seven members as follows:

- Karl Grove
- Jason Golumbeski
- Thomas Cook
- Nathan Freeman
- Robert Pearce
- Vacant
- Deborah Forthun

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Airport Advisory Notice
Airport Advisory Applications

City of

REDLANDS

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

PUBLIC NOTICE

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

AIRPORT ADVISORY BOARD

The Airport Advisory Board acts in an advisory capacity to the City Council in all matters pertaining to the administration, operation, development, improvement and maintenance of the Redlands Municipal Airport.

The Airport Advisory Board meets on the third Thursday of each month at 6:00 p.m.

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

Applications will be accepted until March 7, 2023.

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

02/21/23

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR – 6 2023

Received

COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Johnny Ghazal, PE, QSD

Address [redacted]

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

Email [redacted]

Occupation Civil Engineer

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached letter

Signature _____ **Date** 03/06/2023

** 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) Carlos Zamano, PE
Public Works Director/City Engineer
City of Highland
Telephone [redacted]

(2) Patrick Johnson, PE
Director of B&S
Willdan Engineering
Telephone [redacted]

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

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

March 6, 2023

Office of the City Council
c/o Office of the City Manager
35 Cajon Street, suite 200
Redlands, CA 92373

Dear Honorable Mayor and City Council members:

I am writing to express interest in serving on the Airport Advisory Board. As a long time resident of this amazing community, I'm excited for the opportunity to support and improve our city and municipal airport.

I'm a registered civil engineer with over 20 years of experience in private and public sector projects and have dedicated my career to improving communities through these projects. The past 16 years of my work experience has largely involved serving public agencies throughout the Inland Empire, providing Public Works and City Engineering services.

It would be a privilege to use my skills and experience in service to the Airport Advisory Board.

Thank you in advance for your time and consideration.

Sincerely,

Johnny T. Ghazal, PE, QSD

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAR - 6 2023

Received

COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Dr. Robert LaChausse

Address [redacted]

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

Email [redacted]

Occupation Professor

Reasons for desiring to serve – relevant experience and qualifications:

I have been a pilot (ASEL/IFR rating) for 20 years.
My home airport has been Redlands (KREI) for the past 8 years.
I volunteer regularly in the community- Redlands Bicycle Classic and have previously served on State-wide commissions and local advisory boards.

Signature [signature] **Date** 3-05-23

** 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) Kim Clark

Telephone [redacted]

(2) R. Sam Price

Telephone [redacted]

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

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

City Manager's Office

JAN 24 2023

Received

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

Airport Advisory Board

Name Ken Birkett

Address [redacted]

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

Email [redacted]

Occupation Fundraiser at City of Hope

Reasons for desiring to serve – relevant experience and qualifications:

I want to be more involved in the community by being a part of the decision making process. I lead several non-profit boards. I enjoy collaborating with others for the well being of the community.

Signature [signature] **Date** 1/24/23

** 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) Mark Edwards

Telephone [redacted]

(2) Brent Loescher

Telephone [redacted]

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

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

✓ address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Jon Hamilton

Address [redacted]

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

Email [redacted]

Occupation Director of Administrative Services/Attorney

Reasons for desiring to serve – relevant experience and qualifications:
As a pilot and Redlands Airport Assocation member, I am interested in preserving the history of the Redlands Airport and seeing it progress to serve the citizens, businesses, and aviation community. As a director in at a local city, I am familiar with how a commission functions.

Signature _____ **Date** May 31, 2022

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

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

(1) Tenice Johnson
City Council Member
City of Montclair
Telephone [redacted]

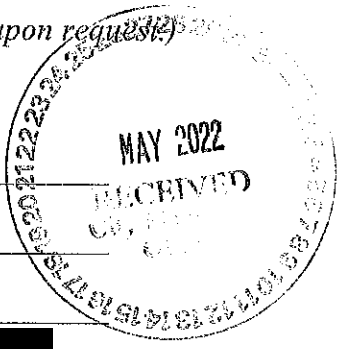
(2) Ed Reece
Mayor Pro Tem
City of Claremont
Telephone [redacted]

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

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

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
Airport Advisory Board Position

Name Joseph Fass

Address [redacted]

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

Email [redacted]

Occupation Retired - Health Care Finance Industry

Reasons for desiring to serve – relevant experience and qualifications:

It is important for the advisory board to have residents who are not affiliated with the airport to provide balance to the board for citizen representation and input. I reside in a housing tract adjacent to the airport and can provide meaningful input and guidance to the City of Redlands in finding balance for the needs of both surrounding neighborhoods and ongoing airport operations.

Signature [signature] **Date** 5/19/2022

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

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

(1) Angela Lalas
Senior VP Finance
Loma Linda University Health
Telephone [redacted]

(2) Rebecca Petersen
Teacher, Judson Brown
Redlands, CA
Telephone [redacted]

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

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name: Philip Starbuck

Address: [redacted]

Telephone ([redacted]

Occupation: Retired Engineer/Consultant

Reasons for desiring to serve – relevant experience and qualifications:

As a student pilot, member of the Redlands Flying Club, and someone who's career has and continues to be involved in many aspects of aviation, both civil and military. I have taken an interest in the community resource that is Redlands Municipal Airport. I believe that an airport represents an asset to the community much as a park, library, or performance space. All these things and more are necessary for a city to be successful, and I appreciate and enjoy all of them here in Redlands. My interest in being selected for the Airport Advisory Board is to assist in continuing to make Redlands the "Jewel of the Inland Empire".

Signature _____ **Date** 30 May 2022

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

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

(1) Ingrid Biglow [redacted]

(2) Jan Hudson [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager

Suite 200,

35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
by email to RedlandsOCM@cityofredlands.org

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Dennis Nodine

Address [redacted]

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

Email [redacted]

Occupation High School Teacher

Reasons for desiring to serve – relevant experience and qualifications:

Private pilot. Member AOPA, EAA, Air Force Association, Air Force Sergeants Association. USO Volunteer. Teach Aerospace Science at San Bernardino HS. BA & MBA from U of R. Crewmember on C141 and C17. 32 yrs USAFR, 20 yrs with Philips as Sr. Marketing Mgr.

Signature _____ **Date** 8 Apr 2022

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

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

(1) Don Jones

Telephone [redacted]

(2) Cristian Heigl

Telephone [redacted]

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

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

City Council Meeting **I. 5.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2956 - (Second Reading) - Adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots (Interim Police Chief Tolber)

MOTION(S):

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

I move to adopt Ordinance No. 2956.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots.

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. 2956.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $275

Attachments

Ordinance No. 2956 EV Charging

ORDINANCE NO. 2956

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 10.70 OF THE REDLANDS MUNICIPAL CODE TO PROHIBIT NON-ELECTRIC VEHICLES FROM PARKING IN DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPOTS

WHEREAS, the city of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, there has been an increasing problem with non-electric vehicles parking in designated charging spaces for electric vehicles; and

WHEREAS, the City does not currently have a municipal code to enforce this issue; and

WHEREAS, with the increase in electric vehicle charging stations, it is necessary to have a municipal code that can be used to enforce this violation; and

WHEREAS, California Vehicle code 22511 (a)(1) states that this can be enforced with a local ordinance or resolution in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes;

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

Section 1. Chapter 10.70 of the Redlands Municipal Code, titled "Designated Electric Vehicle Charging Parking Spots," is hereby added to read as follows:

"CHAPTER 10.70: DESIGNATED ELECTRIC VEHICLE CHARGING PARKING SPOTS:

A. A local authority, by ordinance or resolution, and a person in lawful possession of an off-street parking facility may designate stalls or spaces in an off-street parking facility owned or operated by that local authority or person for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

B. A local authority, by ordinance or resolution, may designate stalls or spaces on a public street within its jurisdiction for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes.

C. The owner or person in lawful possession of a privately owned or operated off-street parking facility, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated in the facility to the nearest public garage if the vehicle is not connected for electric charging purposes.

D. The local authority owning or operating an off-street parking facility, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated if the vehicle is not connected for electric charging purposes.

E. The local authority, after notifying the police or sheriff's department, may cause the removal of a vehicle from a stall or space designated to the four tow companies listed under the police department's tow contract if the vehicle is not connected for electric charging purposes.

F. The posting required for an off-street parking facility owned or operated either privately or by a local authority shall consist of a sign not less than 17 by 22 inches in size with lettering not less than one inch in height that clearly and conspicuously states the following:

"Unauthorized vehicles not connected for electric charging purposes will be towed away at owner's expense. Towed vehicles may be reclaimed at or by telephoning:

Address: 1270 W. Park Avenue, Redlands Ca., 92373
Telephone: (909) 798-7681

The sign shall be posted in either of the following locations:

1. Immediately adjacent to, and visible from, the stall or space.
2. In a conspicuous place at each entrance to the off-street parking facility.

The posting required for stalls or spaces on a public street designated shall follow the California Manual of Uniform Traffic Control Devices.

G. If the parking facility is privately owned and public parking is prohibited by the posting of a sign meeting the requirements, the requirements may be met by the posting of a sign immediately adjacent to, and visible from, each stall or space indicating that a vehicle not meeting the requirements will be removed at the owner's expense and containing the telephone number of the local traffic law enforcement agency.

H. This section does not interfere with existing law governing the ability of local authorities to adopt ordinances related to parking programs within their jurisdiction, such as programs that provide free parking in metered areas or municipal garages for electric vehicles."

Section 2. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Eddie Tejeda , 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 7th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Inter-Agency Instruction Services Agreement with the San Bernardino Community College District for Fire Service Instruction Training by the Redlands Fire Department at the Crafton Hills College site for a five-year term beginning July 1, 2023, to June 30, 2028 (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Inter-Agency Instruction Services Agreement with the San Bernardino Community College District for Fire Service Instruction Training by the Redlands Fire Department at the Crafton Hills College site for a five-year term beginning July 1, 2023.

RECOMMENDATION:

Staff recommends approving the Inter-Agency Instruction Services Agreement with the San Bernardino Community College District for Fire Service Instruction Training by the Redlands Fire Department at the Crafton Hills College site for a five-year term beginning July 1, 2023, to June 30, 2028.

DISCUSSION:

On April 3, 2018, the City Council approved an Inter-Agency Instruction Agreement for fire instructional service training at the Crafton Hills College site for a five-year term with San Bernardino Community College District (SBCCD). The term of the existing agreement will end on June 30, 2023. In an effort to continue to provide additional funding resources for the City of Redlands Fire Department Training Division, the Redlands Fire Department would like to renew the contractual agreement with the SBCCD.

The training program is well established and used by numerous fire departments in the Southern California area. Under the terms of the agreement, SBCCD will reimburse the City of Redlands at the hourly rate of $3.50 per student. The Redlands Fire Department will document all contract hours, and reimbursement will be within 45 days.

ALTERNATIVES:

The City Council may elect not to approve the renewal of the Inter-Agency Instruction Services Agreement with San Bernardino Community College District.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023
Revenue Generating:	Y
Budgeted Y/N:	N
Account No.:	101250

Discussion:

Initial revenues are estimated at $25,000, which will offset the cost of enrollment and processing fees for each student. We anticipate significantly increased revenues due to our on-site ability to meet the demand for training.

Attachments

Instructional Services Agreement

MASTER INSTRUCTIONAL SERVICE AGREEMENT

This Master Instructional Service Agreement ("Agreement") is made and entered into this 21st day of March, 2023, by and between **San Bernardino Community College District** for Crafton Hills College site, hereafter referred to as (SBCCD), and **City of Redlands,** for Redlands Fire Department, hereafter referred to as (CITY).

WITNESSETH

WHEREAS, SBCCD is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, CITY desires to contract with SBCCD to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

Now, Therefore, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, SBCCD and CITY mutually agree as follows:

Section 1. RESPONSIBILITIES OF SBCCD

a. SBCCD shall offer approved courses to meet educational needs and requirements of the Redlands Fire Department's (CITY's) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students"), as specified by CITY.

b. SBCCD shall provide a coordinator to work with CITY. Said coordinator shall act as the CITY co-director for all SBCCD affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of CITY, including but not limited to, personnel issues concerning CITY employees, operational budget, or the use, maintenance, or scheduling of CITY facilities.

c. SBCCD and CITY will mutually ensure ancillary and support services are provided for the students. (e.g. Counseling, Guidance, & Placement Assistance).

d. SBCCD shall assist the CITY in registration and other support services to students in order to adequately manage and control its course offerings.

e. SBCCD shall approve of the selection of instructors and facilitators and

evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of SBCCD. SBCCD shall have the primary right to control and direct the instructional activities of all instructors.

f. SBCCD shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.

g. SBCCD shall consult the CITY on any revisions to existing SBCCD courses designed for the CITY program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the CITY.

h. SBCCD shall provide the use of its facilities and equipment free of charge for use by the CITY, on an as-needed, space available, basis for affiliated programs. SBCCD shall attempt to provide use of said facilities and equipment during normal business hours.

i. SBCCD shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.

j. SBCCD shall waive the health fee for all CITY students.

k. By signing this Agreement, SBCCD certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.

l. SBCCD has the primary right and responsibility to control and direct the activities of the person or persons furnished by CITY during the term of the Agreement.

Section 2. RESPONSIBILITIES OF CITY

a. CITY shall provide classroom space for use as off-campus sites by SBCCD, free of charge for affiliated programs. CITY shall make a good faith effort to schedule use of said facilities during normal business hours.

b. CITY shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct

SBCCD's affiliated educational programs.

c. CITY shall cooperate with SBCCD to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.

d. CITY shall consider the funds received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.

e. CITY shall assist SBCCD in collecting all instructional fees associated with the class offerings under this Agreement.

f. Records of student attendance and achievement shall be maintained by CITY. Records will be open for review at all times by officials of the college and submitted on a schedule developed by SBCCD.

g. By signing this Agreement, CITY certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

a. In consideration of the services provided herein, SBCCD shall pay CITY $3.50 per student instructional hour eligible for state general apportionment.

b. For Fiscal Year 2023/2024 (for purposes of this Agreement, "Fiscal Year" begins July 1st and ends June 30th), said hours shall not exceed 20,000 Student Instructional Hours or 38 Full Time Equivalent Students (FTES), unless mutually agreed prior to May 1, 2024. The same limits shall apply in each subsequent fiscal year, unless otherwise agreed in writing by the parties.

c. Any subsequent year's student instructional hour cap shall be determined at least sixty (60) days prior to the start of the next fiscal year.

d. CITY shall submit to SBCCD an invoice of all mutually agreed upon instructional hours provided under this Agreement. SBCCD shall pay CITY the agreed contract price within 45 days. The registration fees for courses under this contract will be deducted from the total amount of said invoice. SBCCD shall consider this payment for the registration fees and CITY shall consider the contracted price, minus the registration fees, as payment in full.

e. Instructional hours are defined as those hours reported on SCCCD's CCFS-320, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

a. CITY shall indemnify, hold harmless and defend SBCCD, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SBCCD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.

b. SBCCD shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, SBCCD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of SBCCD or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by SBCCD of governmental immunities including California Government Code Section 810 et seq.

c. In the event of concurrent negligence on the part of SBCCD or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

Section 5. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably

necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective elected and appointed officials, Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self- insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

Section 6. MISCELLANEOUS PROVISIONS

a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, SBCCD and CITY agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.

b. Term and Termination. The term of this Agreement shall start on effective date of **July 1, 2023**, and expire on **June 30, 2028**.

Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.

c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.

d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the CITY and SBCCD in the form of an amendment to this Agreement.

f. Compliance with Law. In providing the services required under this Agreement, SBCCD shall at all times comply with all applicable laws of the United States, the State of California and San Bernardino County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, and the County of San Bernardino excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be San Bernardino County, California.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. Notice or correspondence required by this Agreement shall be delivered personally, FedEx, UPS or by United States mail as follows:

If to SBCCD:
San Bernardino Community College District
Steve Sutorus, Business Manager
550 E. Hospitality Lane Suite 200
San Bernardino, CA 92408,
909-388-6911

If to City of Redlands
Redlands Fire Department.
Rich Sessler, Fire Chief
35 Cajon St. Suite 12 (Physical)
P.O. Box 3005 (Mailing)

Redlands, CA. 92373
909-798-7600

l. The specific courses covered under this Agreement are described in Attachment 1, which are incorporated herein by this reference.

m. In addition to the specific courses noted above, the parties may offer additional courses under this Agreement on the same terms and conditions. CITY shall provide SBCCD of any desire to add a class with a minimum of 40 days' notice to SBCCD before the desired class start date. Each additional course of instruction shall require a written agreement to offer the course signed by CITY's Fire Chief or designee and the SBCCD Business Manager or designee. The course details must be set forth in writing as with the courses listed above, and will become attachments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

San Bernardino Community College District

_____
BY: Steven S. Sutorus, Business Manager

_____
Date:

City of Redlands

_____
BY: Eddie Tejeda, Mayor

_____
BY: Jeanne Donaldson, City Clerk

Attachment 1

Rope Rescue Operations
Truck Operations
Fire Hose Evolutions
Ground Ladder Evolutions
Recruit Orientation Academy
State Mandated EMS Curriculum – 24 Hour Minimum (Annually)
EVOC (Emergency Vehicle Operator Course)
Confined Space Awareness
Hazard Material First Responder
Engine Company Operations
Wildland

NFPA:

1500 Occupational Safety

1561 Incident Command System

1584 Rehabilitation for Emergency Responders

City Council Meeting **I. 7.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8450 - A request for the City Council to declare its intention to vacate a portion of Reservoir Road, consisting of approximately 1,317 linear feet of public right-of-way, adjacent to the frontage of the vacant parcel located at the northwest corner of Reservoir Road and Wabash Avenue (APN: 0174-281-13-0000) as submitted by property owner Terracina Recovery, LLC. The proposed vacation of public right-of-way is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8450 for the Notice of Intention to Vacate a portion of Reservoir Road along the frontage of the vacant parcel located at the northwest corner of Reservoir Road and Wabash Avenue.

RECOMMENDATION:

On January 24, 2023, the Planning Commission reviewed the proposal and voted 6 to 0 (one member absent) to adopt Resolution No. 1611, to make a finding of conformity with the General Plan, and determined the proposal is consistent with the General Plan.

DISCUSSION:

The applicant has filed an application to vacate a portion of public right-of-way approximately 1,317.5 linear feet of public right-of-way (of varying widths) along the property's frontage on Reservoir Road adjacent to the project site of the approved Tentative Tract Map No. 20320 (see Attachment A - Location Map). The half-width of the existing street varies from approximately 33.32 feet to 82.29 feet (i.e., from street centerline to the property line of the subject property). The proposal would reduce the half-width to 32 feet along the project site's frontage on Reservoir Road. With this street vacation, the Reservoir Road right-of-way would be a total width of 64 feet. The legal description and associated exhibit showing the proposed vacation area is provided in Attachment B.

On January 24, 2023, the Redlands Planning Commission approved Tentative Tract Map No. 20320 (TTM 20320) and Conditional Use Permit (CUP) No. 1148 for the subject site along with additional surrounding parcels (APNs: 0299-213-11-0000, 0299-213-12-0000, 0299-213-13-0000, 0299-213-14-0000, and 0299-213-21-0000). TTM 20320 approved the subdivision of 64.56 acres into 67 single-family residential lots plus ten lettered lots for open space and recreation purposes. CUP No. 1148 approved a Planned Residential Development including site plan approval and architectural review for the construction of 67 single-family houses, associated open space and recreational amenities, and related on-site improvements for the project site. The design of the subdivision takes into account the Street Vacation as proposed.

General Plan Chapter 5, "Connected City," contains Figure 5-5 "Roadway Classifications" that designates Reservoir Road as a Collector Road, and the proposal would be consistent with this designation. A "Collector Road" has the important function of collecting traffic from residential and commercial areas and channeling it to arterials. Collector roads are two-lane roads with 64 feet dedicated to the right-of-way, and the proposal would be consistent with the General Plan. The surrounding land uses (primarily residential to the north and west) take their access further to the west of the project site from Reservoir Road, and would not be detrimentally affected by this Street Vacation.

The proposal to vacate is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines for projects where there is no possibility of any significant environmental effects. Adoption of the resolution and vacation of public right-of-way will not result in any potentially significant environmental effects. The entirety of the residential development project was assessed under CEQA and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was adopted by the Planning Commission on January 24, 2023.

City Council's adoption of the resolution for Notice of Intention to Vacate (Attachment C) will initiate all noticing requirements for the requested street vacation, as required by law, and set a public hearing date for the street vacation to be heard and acted upon at the regularly scheduled City Council meeting of April 4, 2023.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information;
2. Not adopt the Resolution.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John R. Harris, Municipal Utilities & Engineering Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Tamara Harrison, Contract Planner

Fiscal Impact

Fiscal Year: FY 2022-23

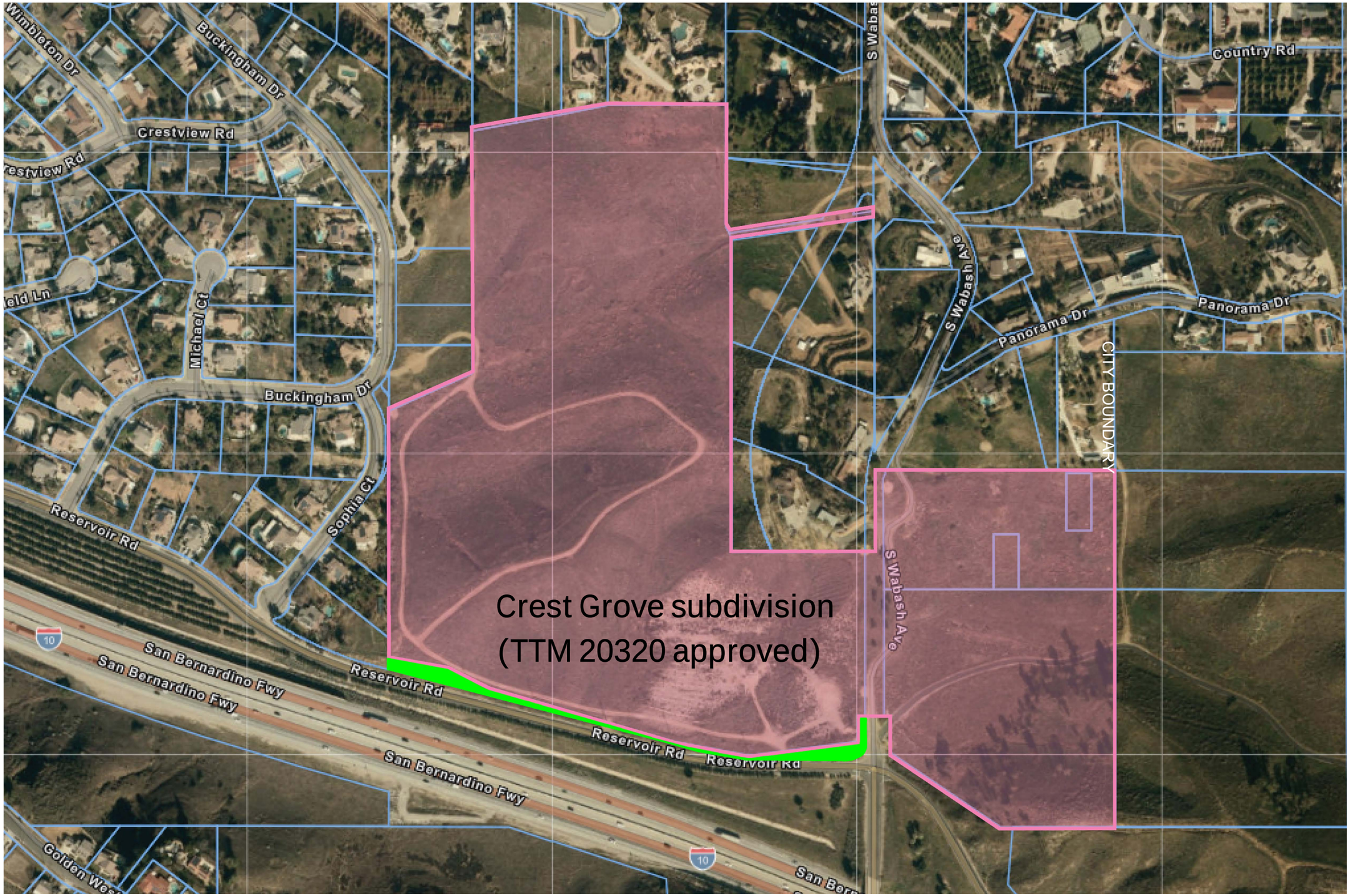
Appropriation Required Y/N: No

Discussion:

There is no fiscal impact associated with this request. The applicant paid the applicable application filing fees.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Street Vacation legal description & plat
Attachment C-1: Resolution No. 8450
Attachment C-2: Exhibits A and B to Resolution



Location Map

PROJECT LOCATION

STREET VACATION

PARCELS

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

N
W E
S

Scale
0 180 360
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 15, 2023

EXHIBIT "A"
STREET VACATION
LEGAL DESCRIPTION

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 OF BLOCK 27 OF CRAFTON TRACT, M.B. 3/14 AND A PORTION OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36, SAID POINT BEING ON THE EAST LINE OF SECTION 36;

THENCE SOUTH 00°23'39" WEST ALONG SAID EASTERLY LINE, 2,326.62 FEET;

THENCE NORTH 89°36'21" WEST, 44.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD WABASH AVENUE, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE SOUTH 00°23'48" WEST A DISTANCE OF 61.97 FEET;

THENCE SOUTH 82°43'14" WEST A DISTANCE OF 299.04 FEET;

THENCE NORTH 78°48'22" WEST A DISTANCE OF 210.20 FEET;

THENCE NORTH 73°22'11" WEST A DISTANCE OF 519.13 FEET;

THENCE NORTH 63°12'04" WEST A DISTANCE OF 131.54 FEET;

THENCE NORTH 79°50'10" WEST A DISTANCE OF 164.44 FEET;

THENCE SOUTH 00°22'41" WEST A DISTANCE OF 37.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RESERVOIR ROAD;

THENCE SOUTH 75°01'24" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 801.13 FEET TO A POINT ON A 1,068.00 FOOT RADIUS CURVE CONCAVE NORTHERLY TO WHICH A RADIAL LINE BEARS SOUTH 14°58'36" WEST;

THENCE 259.43 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°55'05" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 01°03'31" WEST

THENCE SOUTH 88°56'29" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 231.93 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY TO WHICH A RADIAL LINE BEARS SOUTH 01°03'31" WEST;

THENCE 39.56 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°39'31" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89°36'00" EAST;

THENCE NORTH 00°24'00" EAST A DISTANCE OF 15.67 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF WABASH AVENUE;

THENCE NORTH 04°36'00" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 23.43 FEET TO A POINT ON A 464.00 FOOT RADIUS CURVE CONCAVE WESTERLY TO WHICH A RADIAL LINE BEARS NORTH 85°24'00" EAST;

THENCE 43.81 FEET NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°24'36" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°59'24" EAST TO THE **POINT OF BEGINNING**;

SAID DESCRIBED VACATED RIGHT-OF-WAY CONTAINS 29,216 SQUARE FEET (0.67 ACRE), MORE OR LESS,

SEE ATTACHED EXHIBIT "B" HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

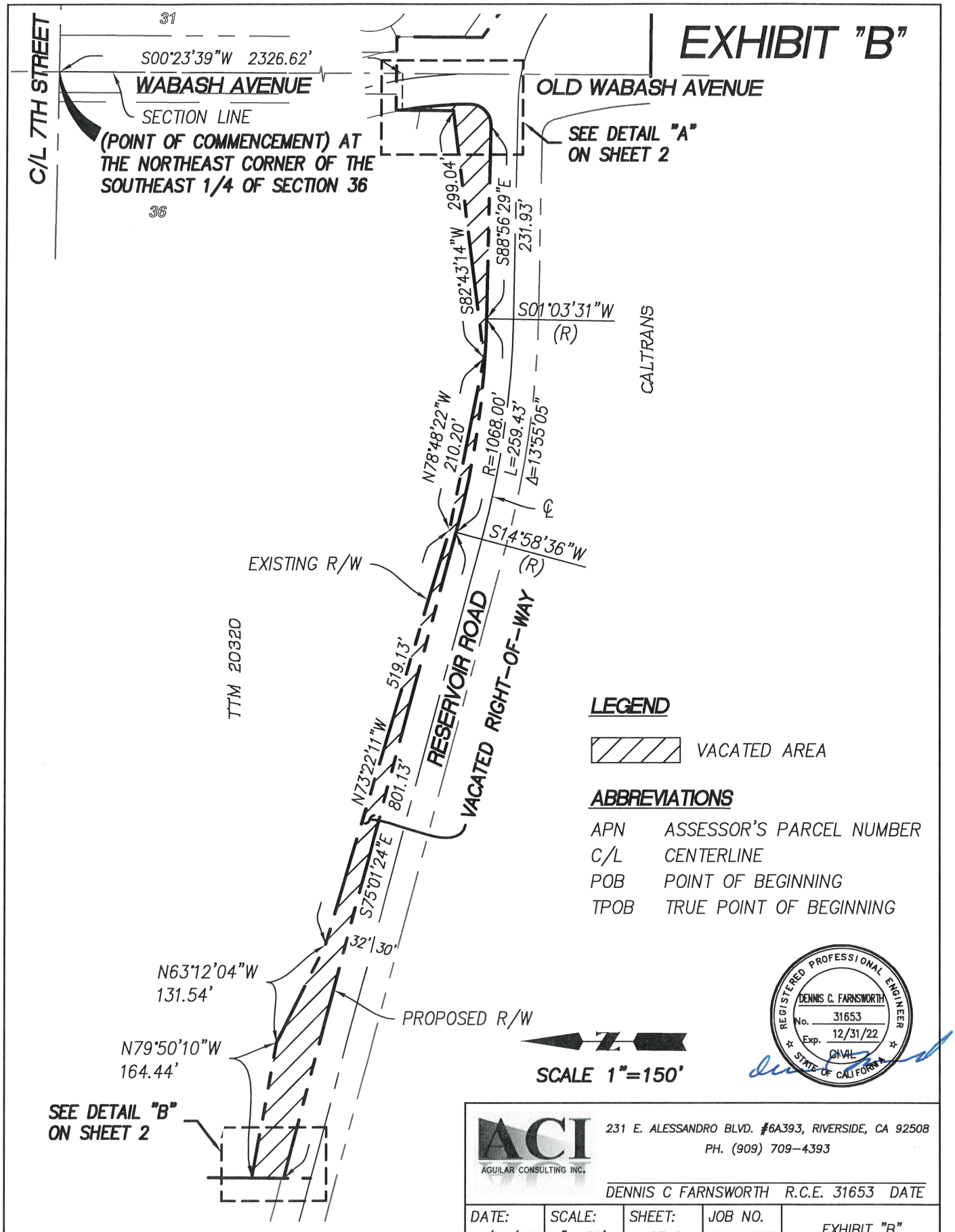
THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION.

BY: _____
DENNIS C. FARNSWORTH
RCE 31653, EXP. 12/31/22

11/28/22
DATE



EXHIBIT "B"

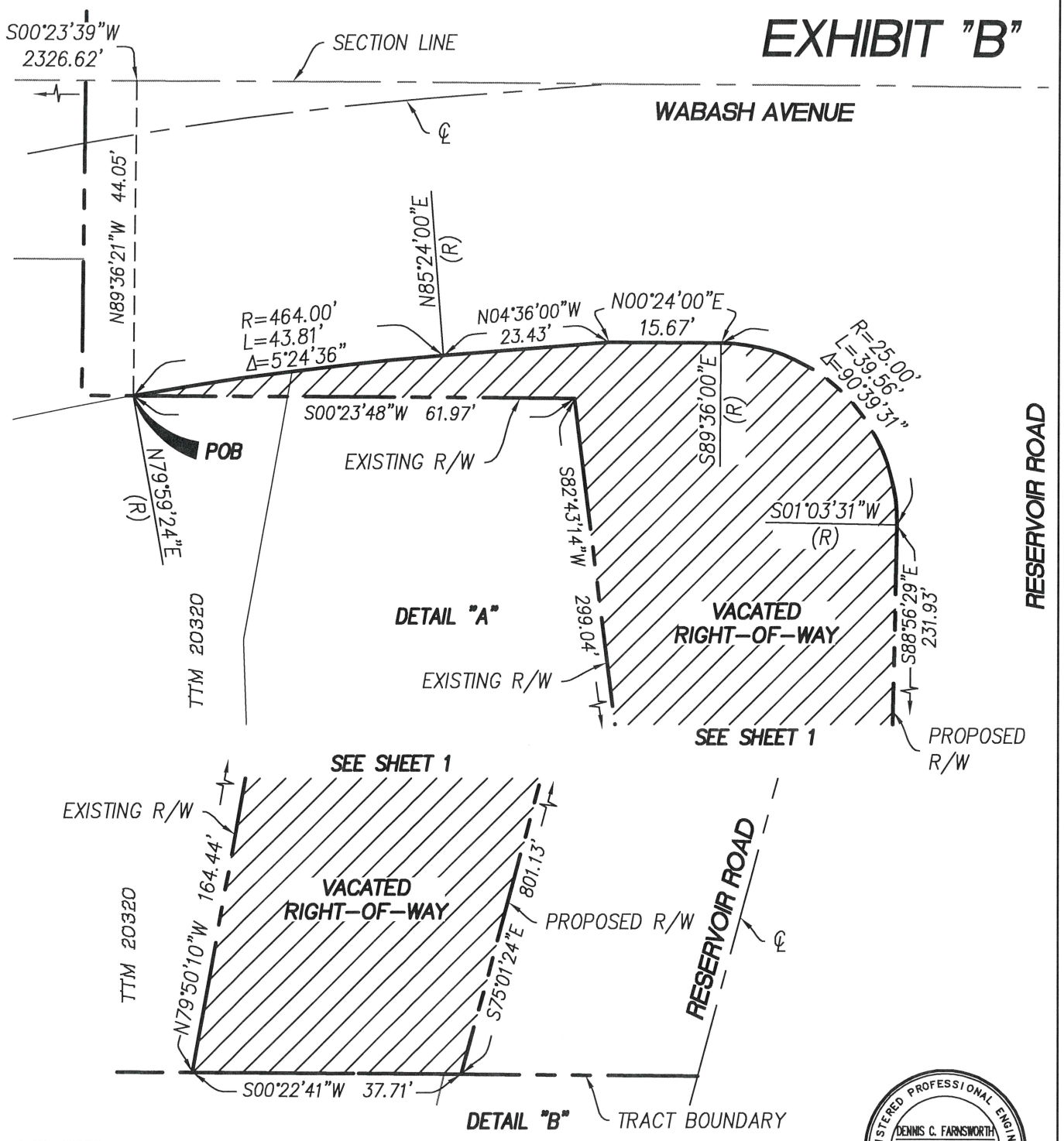


ACI
AGUILAR CONSULTING INC.
231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
11/10/22	1"=150'	1 OF 2	XXXX-XXXX	

EXHIBIT "B"



LEGEND

VACATED AREA

SCALE 1"=20'

REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
C/L	CENTERLINE
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING

ACI AGUILAR CONSULTING INC.
231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	
11/10/22	1"=20'	2 OF 2	XXXX-XXXX	EXHIBIT "B"

RESOLUTION NO. 8450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO VACATE A PORTION OF STREET RIGHT-OF-WAY LOCATED ALONG RESERVOIR ROAD WESTERLY OF WABASH AVENUE (STREET VACATION NO. 191)

WHEREAS, Terracina Recovery, LLC ("Applicant"), has filed an application for Street Vacation No. 191 proposing to vacate a portion of excess and unneeded street right-of-way along the frontage of vacant property (APN: 0174-281-13-0000) along Reservoir Road, for approximately 1,317 feet in length with varying widths, and generally located at the northwest corner of Reservoir Road and Wabash Avenue; and

WHEREAS, the City is authorized to vacate all or part of a public street pursuant to California Streets and Highway Code section 8300 et seq.; and

WHEREAS, pursuant to section 8340 of the California Streets and Highways Code, the City may, for public convenience and necessity, reserve and except public service easements from a street vacation; and

WHEREAS, a proposed street vacation qualifies for exemption from environmental review in accordance with the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the State CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, at its meeting on January 24, 2023, the City of Redlands Planning Commission recommended to the City Council that the proposed street vacation will conform to the City's General Plan; and

WHEREAS, the City Council intends to vacate the excess right-of-way of a portion of Reservoir Road, as more particularly described in Exhibits "A" and "B" to this resolution.

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

Section 1. The City Council hereby declares its intention to vacate a portion of the right-of way roadway along Reservoir Road approximately 1,317 feet in length (with varying widths) adjacent to Assessor's Parcel Number 0174-281-13-0000, as further described in Exhibit "A" (Legal Description) and Exhibit "B" (Plat) attached hereto and incorporated herein by reference.

Section 2. The City Council will conduct a public hearing on the proposed street vacation at a regularly scheduled public meeting of the City Council on April 18, 2023, beginning at 6:00 p.m., or as soon thereafter as the matter may be heard, to be held in the City Council Chambers located at 35 Cajon Street, Suite 2, Redlands, California 92373.

Section 3. The City Clerk shall give notice of the public hearing on the public hearing on the proposed vacation by:

A. Publishing notice in the Redlands Daily Facts, for two successive weeks prior to the hearing; and

B. Posting notices of the proposed street vacation conspicuously at Reservoir Road at least two weeks prior to the date set for the public hearing. The notices shall be posted no more than 300 feet apart, and at least three such notices shall be posted. The notices shall reference the adoption of this Resolution of Intention and shall state the date, time, and place of the street vacation hearing.

ADOPTED, SIGNED AND APPROVED this 21st day of March, 2023.

_____

Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

[Attached]

EXHIBIT B
PLAT

[Attached]

EXHIBIT "A"
STREET VACATION
LEGAL DESCRIPTION

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 OF BLOCK 27 OF CRAFTON TRACT, M.B. 3/14 AND A PORTION OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36, SAID POINT BEING ON THE EAST LINE OF SECTION 36;

THENCE SOUTH 00°23'39" WEST ALONG SAID EASTERLY LINE, 2,326.62 FEET;

THENCE NORTH 89°36'21" WEST, 44.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD WABASH AVENUE, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE SOUTH 00°23'48" WEST A DISTANCE OF 61.97 FEET;

THENCE SOUTH 82°43'14" WEST A DISTANCE OF 299.04 FEET;

THENCE NORTH 78°48'22" WEST A DISTANCE OF 210.20 FEET;

THENCE NORTH 73°22'11" WEST A DISTANCE OF 519.13 FEET;

THENCE NORTH 63°12'04" WEST A DISTANCE OF 131.54 FEET;

THENCE NORTH 79°50'10" WEST A DISTANCE OF 164.44 FEET;

THENCE SOUTH 00°22'41" WEST A DISTANCE OF 37.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RESERVOIR ROAD;

THENCE SOUTH 75°01'24" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 801.13 FEET TO A POINT ON A 1,068.00 FOOT RADIUS CURVE CONCAVE NORTHERLY TO WHICH A RADIAL LINE BEARS SOUTH 14°58'36" WEST;

THENCE 259.43 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°55'05" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 01°03'31" WEST

THENCE SOUTH 88°56'29" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 231.93 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY TO WHICH A RADIAL LINE BEARS SOUTH 01°03'31" WEST;

THENCE 39.56 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°39'31" TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 89°36'00" EAST;

THENCE NORTH 00°24'00" EAST A DISTANCE OF 15.67 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF WABASH AVENUE;

THENCE NORTH 04°36'00" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 23.43 FEET TO A POINT ON A 464.00 FOOT RADIUS CURVE CONCAVE WESTERLY TO WHICH A RADIAL LINE BEARS NORTH 85°24'00" EAST;

THENCE 43.81 FEET NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°24'36" TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 79°59'24" EAST TO THE **POINT OF BEGINNING**;

SAID DESCRIBED VACATED RIGHT-OF-WAY CONTAINS 29,216 SQUARE FEET (0.67 ACRE), MORE OR LESS,

SEE ATTACHED EXHIBIT "B" HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

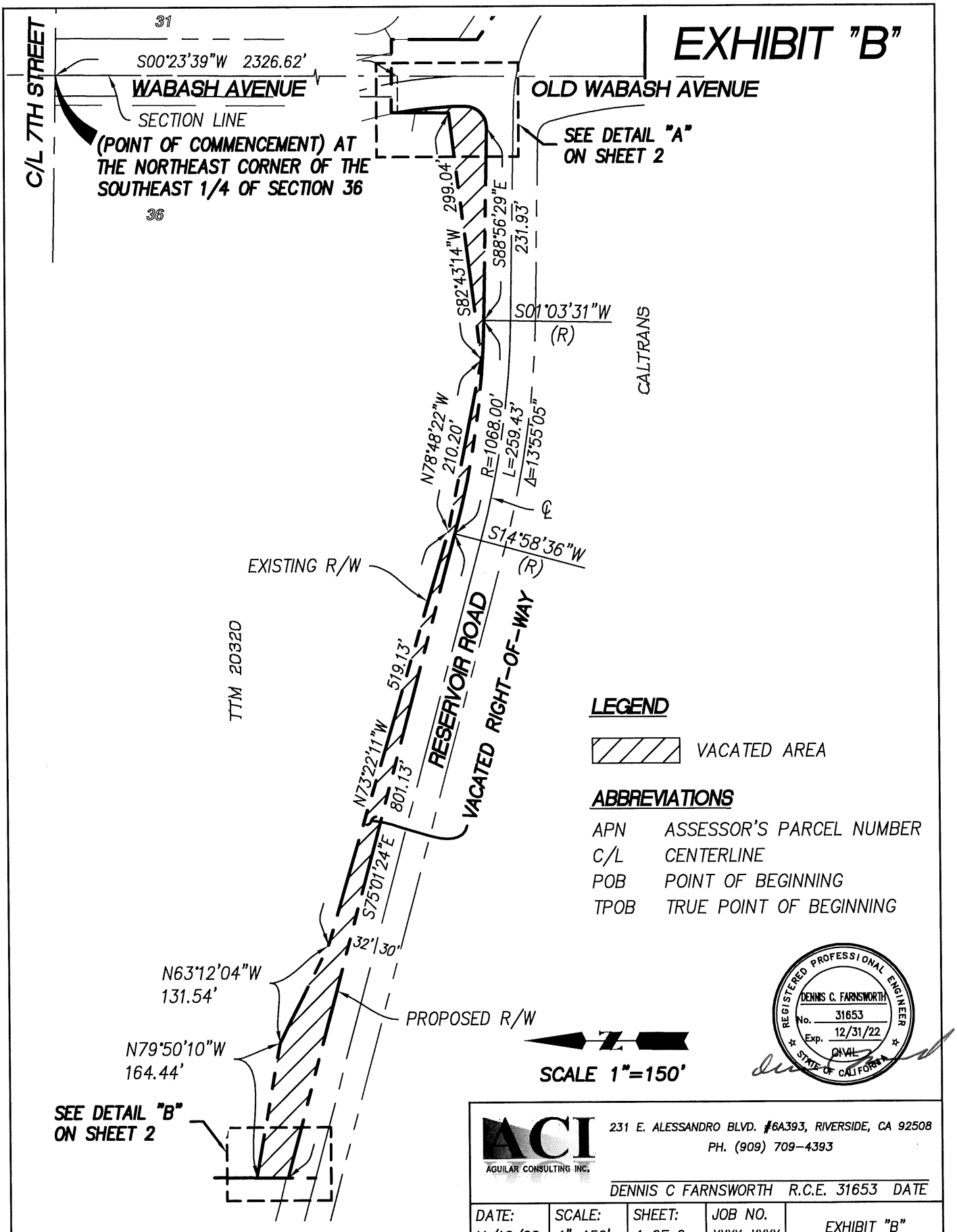
THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION.

BY: _____
DENNIS C. FARNSWORTH
RCE 31653, EXP. 12/31/22

11/28/22
DATE



EXHIBIT "B"

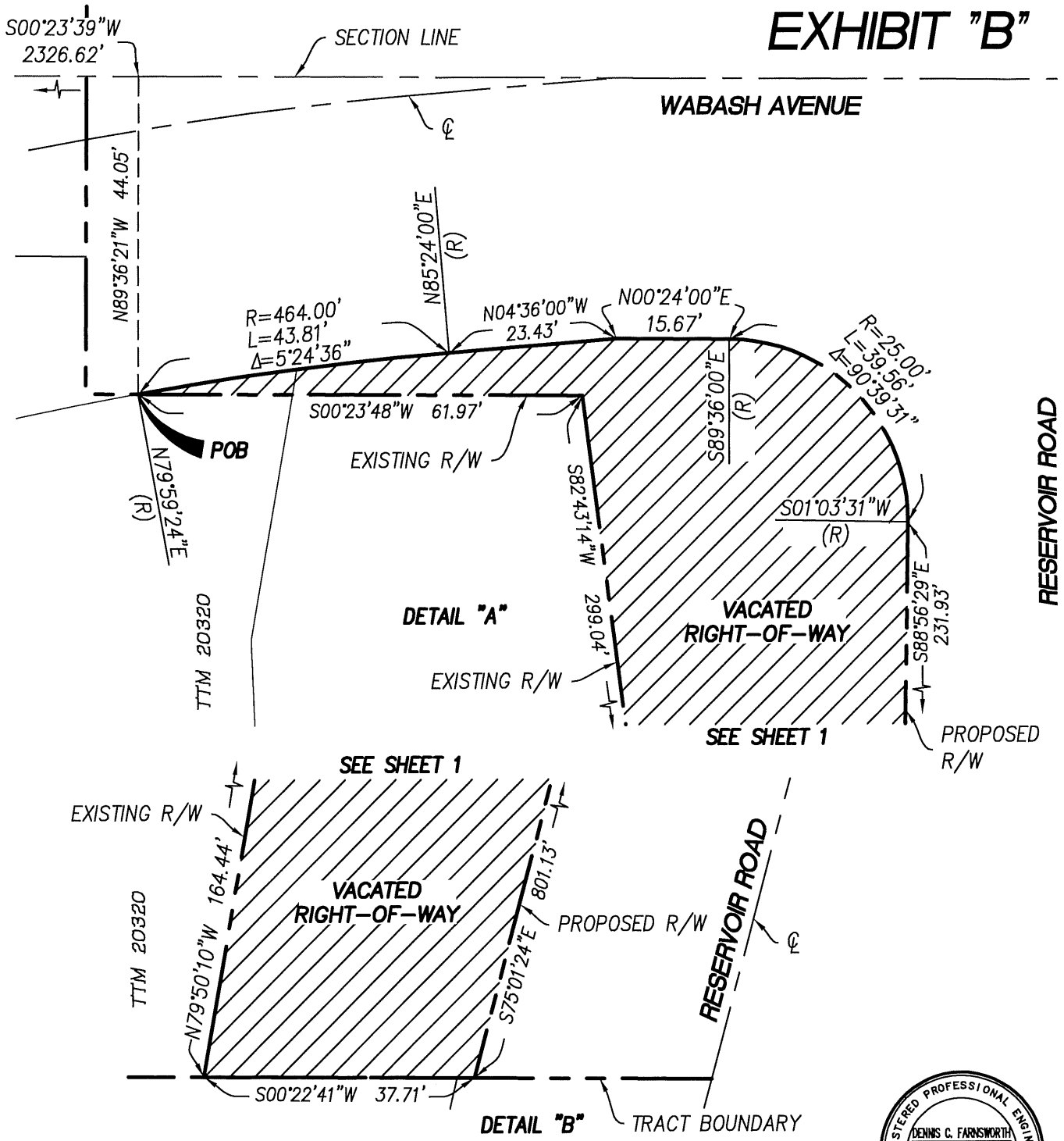


ACI
AGUILAR CONSULTING INC.
231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
11/10/22	1"=150'	1 OF 2	XXXX-XXXX	

EXHIBIT "B"



REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

LEGEND

VACATED AREA

SCALE 1"=20'

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
C/L	CENTERLINE
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING

ACI AGUILAR CONSULTING INC.
231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393
DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	
11/10/22	1"=20'	2 OF 2	XXXX-XXXX	EXHIBIT "B"

City Council Meeting **I. 8.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work 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 City Council approve Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work.

RECOMMENDATION:

Staff recommends City Council approve Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In FY 20/21, San Bernardino County (SBC) staff informed City staff they would be rehabilitating approximately 30.64 miles of SBC roads in the Mentone area, which includes approximately 0.7 miles of improvement within City street rights-of-way. The project was estimated to cost $3,485,000 and improvements within City street rights-of-way was estimated to cost approximately $64,000. On July 7, 2021, City Council approved a Cooperative Agreement (Agreement) with SBC, which obligated the City to this cost share amount, plus an additional twenty five percent (25%) or $16,000 for unanticipated construction costs, for a total potential cost of $80,000.

In September 2022, SBC awarded a project construction contract to Matich Corporation and the project is currently under construction. SBC now anticipates total project costs will be $3,939,369, which exceeds the original project budget and requires an Amendment to the Agreement. Amendment No. 1 will increase the City's cost share obligation from $80,000 to $176,250, which includes $35,250 that will only be expended if additional unanticipated project costs arise. Based on recent construction cost trends, staff agrees that this increase is reasonable and necessary to ensure these City street rights-of-way are appropriately maintained.

Approval of Amendment No. 1 to the Agreement with SBC is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act because this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan, Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	211910

Discussion:

There is no fiscal impact associated with this action. The FY 22/23 MUED street rehabilitation budget includes adequate funding for this additional expense.

Attachments

A. Amendment No. 1 to Cooperative Agreement
B. Executed Agreement (Reference only)

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

21-576 A-1

SAP Number

Public Works

Department Contract Representative	Arlene Chun, M.S., P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Wabash Avenue and Other Roads
Contractor	City of Redlands
Contractor Representative	Goutam Dobey, Engineering Manager
Telephone Number	(909) 798-7524
Contract Term	Expiration 12/31/2026
Original Contract Amount	$64,000
Amendment Amount	$77,000
Total Contract Amount	$141,000 (not-to-exceed $176,250)
Cost Center	6650002142 40608842 34TX1809

IT IS HEREBY AGREED AS FOLLOWS*:*

Amendment No. 1

WHEREAS, the San Bernardino County (COUNTY) and the City of Redlands (CITY) entered into County Contract No. 21-576 (hereinafter referred to as "Agreement") on July 27, 2021 to participate and fund the construction of a pavement rehabilitation project for various roads located in the Mentone and Redlands areas (known as "PROJECT"); and,

WHEREAS, COUNTY and CITY, hereinafter are also referred to as "Party" and collectively as "Parties", desires to amend the Agreement to update the PROJECT costs based on construction contract bid amount, the addition of prep work and application of slurry seal on City's portion of the road, and material testing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree the Agreement, County Contract No. 21-576, is amended as follows:

1. DELETE the existing sixth WHEREAS recital and REPLACE it with a revised sixth WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost is estimated to be $4,874,000; and,

2. DELETE the existing seventh WHEREAS recital and REPLACE it with a revised seventh WHEREAS recital, which shall read as follows:

   WHEREAS, COUNTY's share of PROJECT cost is estimated to be $4,733,000 and the CITY's share of PROJECT cost is estimated to be $141,000 as more particularly set forth in Exhibit "B-1", which is attached hereto and incorporated herein by this reference; and,

3. DELETE the existing paragraph 1.10 and REPLACE it with a revised paragraph 1.10, which shall read as follows:

1.10 Based on the COUNTY percentage calculated pursuant to Paragraph 1.9, pay its share of the PROJECT cost. The PROJECT cost shall include cost of design, utility relocation, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead. COUNTY's share of PROJECT cost is estimated to be $4,733,000 and shall not exceed $5,916,250 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to Paragraph 3.17 below.

4. DELETE the existing paragraph 1.11 and REPLACE it with a revised paragraph 1.11, which shall read as follows:

1.11 Submit to the CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and an invoice. Said invoice shall set forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. CITY's share of PROJECT costs is estimated to be $141,000 and shall not exceed $35,250 (25% increase over the PROJECT cost estimate) for unanticipated PROJECT cost, bringing a possible total amount not-to-exceed $176,250.

5. DELETE the existing paragraph 2.3 and REPLACE it with a revised paragraph 2.3, which shall read as follows:

2.3 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is required within the CITY's limits.

6. DELETE the existing paragraph 2.4 and REPLACE it with a revised paragraph 2.4, which shall read as follows:

2.4 Based on percentage calculated pursuant to Paragraph 1.9 above, pay CITY's share of the PROJECT costs. The PROJECT cost shall include design, utility relocation, construction, construction engineering, inspection, CEQA compliance, and COUNTY overhead. CITY's share of the PROJECT cost is currently estimated to be $141,000 and shall not exceed $35,250 (25% increase over the PROJECT cost estimate) for unanticipated PROJECT cost, bringing a possible total amount not-to-exceed $176,250.

7. DELETE the existing paragraph 3.7 and REPLACE it with a revised paragraph 3.7, which shall read as follows:

3.7 The Parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by COUNTY or CITY, which is addressed in Paragraph 3.8 below) over the estimated total of the PROJECT's cost of $4,874,000 (which is the sum of $4,733,000 from COUNTY and $141,000 from CITY) shall be borne by each Party based on where the work is required (e.g. whether the work is required in the COUNTY or CITY jurisdiction).

8. DELETE the existing Exhibit “B” and REPLACE it with Exhibit "B-1”, attached to this Amendment and incorporated into County Contract No. 21-576 by this reference.

9. The recitals of this Amendment No. 1 are incorporated into County Contract No. 21-576 by reference.

10. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 21-576 shall remain the unchanged.

11. This Amendment No. 1 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement.

12. This Amendment No. 1 to the Agreement, County Contract No. 21-576, is effective on the date it is approved and signed by both Parties and shall conclude upon satisfaction of the terms identified in paragraph 3.16 of the Agreement or on December 31, 2026, whichever occurs first.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

► _____

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(*Print or type name of person signing contract)*

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Aaron Gest, Deputy County Counsel	Andy Silao, P.E., Engineering Manager	Brendon Biggs, Director
Date	Date	Date

Exhibit B-1

ESTIMATE OF PROJECT COSTS
FOR CITY OF REDLANDS AND SAN BERNARDINO COUNTY
PAVEMENT IMPROVEMENTS
IN THE MENTONE, REDLANDS, AND YUCAIPA AREAS

WABASH AVENUE AND OTHER ROADS

DESCRIPTION	TOTAL COST	SAN BERNARDINO COUNTY SHARE	CITY OF REDLANDS SHARE
Construction and Contingency	$3,722,000	$3,602,000	$120,000
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and County overhead	$1,152,000	$1,131,000	$21,000
Total	**$4,874,000**	**$4,733,000**	**$141,000**

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

21-576

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, P.E., Engineering Manager
Telephone Number	387-8166
Project	Wabash Avenue and Other Roads
Contractor	City of Redlands
Contractor Representative	Goutam Dobey, Engineering Manager
Telephone Number	798-7524
Contract Term	Expiration 12/31/2026
Original Contract Amount	$64,000 (not-to-exceed $80,000)
Amendment Amount	$0
Total Contract Amount	Not-to-Exceed $80,000
Cost Center	6650002142 40608842 34TX1809

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Redlands (hereinafter referred to as "CITY"), also are each referred to herein as "Party" and collectively as "Parties", desire to cooperate and jointly participate in a project to rehabilitate various pavements in the Mentone and Redlands areas, see Exhibit "A" for list of proposed roads, which is attached hereto and incorporated herein by this reference, (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is primarily within the jurisdiction of the COUNTY and partially in the jurisdiction of the CITY, and will be of mutual benefit to the Parties; and

WHEREAS, the PROJECT consists of 30.64 miles of pavement improvements on various roads in the Redlands and Mentone areas; and

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the PROJECT; and

WHEREAS, the total PROJECT cost is estimated to be $3,485,000; and

WHEREAS, COUNTY's share of PROJECT cost is estimated to be $3,421,000 and the CITY's share of PROJECT cost is estimated at $64,000 as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction, and funding of the proposed PROJECT.

1.0 COUNTY AGREES TO:

1.1 Act as the Lead Agency in the design, utility relocation, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et. seq.) of the PROJECT. Right-of-Way services are not anticipated and therefore, are not included in this agreement.

1.2 Provide plans and specifications for the PROJECT for CITY's review and approval.

1.3 Arrange for relocation of all utilities which interfere with construction of the PROJECT, within the entire PROJECT limits, pursuant to Paragraph 3.9 below.

1.4 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which will be reviewed and approved by CITY prior to construction.

1.5 Obtain a no-cost permit from CITY for work performed within the CITY's right-of-way.

1.6 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to COUNTY, and initially fund the PROJECT construction with CITY reimbursing COUNTY for CITY's share of the PROJECT cost.

1.7 Require its contractor to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.

1.8 Provide adequate inspection of all items of work performed under the construction contract with COUNTY's contractor or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records. Copies of records shall be included as a PROJECT cost.

1.9 Upon PROJECT completion, calculate actual COUNTY and CITY PROJECT share percentages based on the cost for final work performed in each Party's jurisdiction, which shall include any changes made within the COUNTY and/or CITY jurisdiction as provided in this Agreement.

1.10 Based on the COUNTY percentage calculated pursuant to Paragraph 1.9, pay its share of the PROJECT cost. The PROJECT cost shall include cost of design, utility relocation, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead. COUNTY's share of PROJECT cost is estimated to be $3,421,000 and shall not exceed $4,276,250 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to Paragraph 3.17 below.

1.11 Submit to the CITY an itemized accounting of actual PROJECT costs incurred by COUNTY and an invoice. Said invoice shall set forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures. CITY's share of PROJECT costs is estimated to be $64,000 and shall not exceed $16,000 (25% increase over the PROJECT cost estimate) for unanticipated PROJECT cost, bringing a possible total amount not-to-exceed $80,000.

1.12 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.

2.0 CITY AGREES TO:

2.1 Review and approve the plans and specifications of the PROJECT.

2.2 Provide a no-cost permit to the COUNTY for COUNTY's work in CITY's right-of-way.

2.3 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with the COUNTY.

2.4 Based on percentage calculated pursuant to Paragraph 1.9 above, pay CITY's share of the PROJECT cost. The PROJECT cost shall include design, utility relocation, construction, construction engineering, inspection, CEQA compliance and COUNTY overhead. CITY's share of the PROJECT cost is currently estimated to be $64,000 and shall not exceed $16,000 (25% increase over the PROJECT cost estimate) for unanticipated PROJECT cost, bringing a possible total amount not-to-exceed $80,000.

2.5 Pay COUNTY within thirty (30) days after receipt of the itemized invoice as set forth in Paragraph 1.11 of the Agreement.

3.0 IT IS MUTUALLY AGREED:

3.1 Except for activities that are impossible to perform during the construction phase of PROJECT, before, during and after CITY's acceptance of completed PROJECT, the CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) for CITY streets in the PROJECT limits that are in the CITY incorporated area.

3.2 COUNTY agrees to indemnify and hold harmless CITY and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this agreement.

3.3 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.

3.4 In the event the COUNTY and/or CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.

3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This Paragraph shall not apply to the costs or attorney(s) fees relative to Paragraphs 3.2, 3.3 and 3.4 indemnification.

3.6 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

3.7 The Parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in Paragraph 3.8 below) over the estimated total of the PROJECT's cost of $3,485,000 (which is the sum of $3,421,000 from COUNTY and $64,000 from CITY) shall be borne by each Party based upon where the work is required (e.g. whether the work is required in the COUNTY or CITY jurisdiction).

3.8 If either COUNTY or CITY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by both Parties, will be paid solely by the agency requesting the work, unless both Parties agree by written amendment to allocate the cost that is mutually acceptable.

3.9 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at the Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a PROJECT cost for which the Party will be responsible for funding the work.

3.10 As design progresses, if it is found by COUNTY's Director of Public Works, or the Director's designee, that a cost overrun of more than 25% of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with

revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the COUNTY and CITY, this Agreement shall be deemed to be terminated by mutual consent.

3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party at a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor or potential contractor.

3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is 25% or less over the construction cost shown in Exhibit B, COUNTY may award the contract.

3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over 25% more than the construction cost shown in Exhibit B, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's Director of Public Works or designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above described conditions are not met, COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.

3.14 Contract Change Order forms will be delivered by fax or email, must be approved and signed by CITY, and returned within two (2) business days. The CITY shall not unreasonably withhold approval of change orders. If a CITY disapproved or modified change order is later found to be a cost of the PROJECT, then the CITY shall be responsible for any costs, awards, judgments or settlements associated with the disapproved or modified change order.

3.15 This Agreement may be cancelled upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after COUNTY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, including termination pursuant to Paragraphs 3.10, 3.11, and 3.13 above, all PROJECT expenses incurred prior to the effective date of cancellation/termination shall be paid by the Parties based on the calculated percentage share pursuant to Paragraph 1.9 above. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this Paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.

3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs.

3.17 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.18 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

3.19 Time is of the essence for each and every provision of this Agreement.

3.20 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and Paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.21 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or

performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.22 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.

3.23 This Agreement may be signed in counterparts, each of which shall constitute an original.

3.24 This Agreement will be effective on the date signed and approved by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.16 or December 31, 2026 (whichever occurs first).

3.25 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 27 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____ Deputy

CITY OF REDLANDS
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Paul T. Barich
(Print or type name of person signing contract)

Title MAYOR
(Print or Type)

Dated: 7-7-21

Address 30 Cajon Street, Suite 200

Redlands, CA 92373

ATTEST:

Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► SEE ATTACHED	►	►
Suzanne Bryant, Deputy County Counsel	Andy Silao, P.E., Engineering Manager	Brendon Biggs, Director
Date	Date 7/13/2021	Date 7/15/21

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By
Deputy

CITY OF REDLANDS
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name
(Print or type name of person signing contract)

Title
(Print or Type)

Dated:

Address

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant	►	►
Suzanne Bryant, Deputy County Counsel	Andy Silao, P.E., Engineering Manager	Brendon Biggs, Director
Date JULY 13, 2021	Date	Date

EXHIBIT A

FOR CITY OF REDLANDS AND SAN BERNARDINO COUNTY
PAVEMENT IMPROVEMENT
IN THE MENTONE, REDLANDS AND YUCAIPA AREAS
WABASH AVENUE AND OTHER ROADS

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
County and City of Redlands Shared Roads:					
CEDAR LANE	.02M E,PLUMWOOD LN E .04M	0.02	0.02	0.04	Slurry Seal II
CITRUS AVENUE	WABASH AVE E/CRAFTON AVE	0.95	0.07	1.02	Slurry III
NAPLES AVENUE	.04M E,WABASH AVE E/OPAL WAY	0.09	0.09	0.18	Slurry Seal II
SAN BERNARDINO AVENUE	WABASH AVE E/OPAL AVE	0.23	0.07	0.30	Slurry III
SIXTH AVENUE	WABASH AVE E/WALNUT ST	0.44	0.06	0.50	Leveling Course, Chip Seal, Slurry Seal II
SYLVAN BLVD	WABASH AVE E .11M	0.00	0.06	0.06	Slurry Seal II
WABASH AVENUE	.05M N/NAPLES AVE N/SH38	0.04	0.04	0.08	Slurry III
WABASH AVENUE	.09M S,SEVENTH ST N/.13M N,SEVENTH S	0.10	0.11	0.21	Leveling Course, Chip Seal, Slurry Seal II
City Only Roads:					
WABASH AVENUE	0.13M N, SEVENTH ST N/6TH AVE	0.00	0.13	0.13	Leveling Course, Chip Seal, Slurry Seal II
WABASH AVENUE	0.14M S, SEVENTH ST N 0.05M	0.00	0.05	0.05	Leveling Course, Chip Seal, Slurry Seal II
County Only Roads:					
AGATE AVENUE	COLTON AVE N/0.08M S,NICE AVE	0.17	0.00	0.17	Slurry Seal II
AGATE AVENUE	.08M S,NICE AVE N/.05M N,SALERNO AVE	0.77	0.00	0.77	Slurry Seal II
ALDERWOOD LANE	.12M S,CEDAR LN N/CEDAR LN	0.12	0.00	0.12	Slurry Seal II
ALDERWOOD LANE	.01M S,BEECH TREE LN N/MADEIRA AVE	0.04	0.00	0.04	Slurry Seal II
ALDERWOOD LANE	CEDAR LN N/.01M S,BEECH TREE LN	0.08	0.00	0.08	Slurry Seal II
AMETHYST STREET	BON VIEW DR N/SH38 (FAS 589)	0.35	0.00	0.35	Slurry Seal II
ANSLEY LANE	NICE AVE N .12M	0.12	0.00	0.12	Slurry Seal II
ANZIO AVENUE	SALERNO AVE N&E/CRAFTON AV	0.21	0.00	0.21	Slurry Seal II
APPLEWOOD LANE	SIERRA PINE DR N/BEECH TREE CT	0.04	0.00	0.04	Slurry Seal II
BARBARA LEE LANE	MOSS ST N .05M	0.05	0.00	0.05	Slurry Seal II

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
BEECH TREE COURT	.05M W, APPLEWOOD DR E/APPLEWOOD DR	0.05	0.00	0.05	Slurry Seal II
BEECH TREE LANE	LAURELWOOD LN E/ALDERWOOD LN	0.05	0.00	0.05	Slurry Seal II
BEECH TREE PLACE	WHITEWOOD DR E/PLUMWOOD LN	0.05	0.00	0.05	Slurry Seal II
BERYL AVENUE	COLTON AVE N/.02M S,MOSS ST	0.13	0.00	0.13	Slurry Seal II
BONITA COURT	WARD WAY E .10M	0.10	0.00	0.10	Slurry Seal II
BONVIEW DRIVE	AMETHYST ST NELY/ZANJA WAY	0.13	0.00	0.13	Slurry Seal II
BRIGHTON AVENUE	OPAL AVE E/TOURMALINE AVE	0.15	0.00	0.15	Slurry Seal II
CAPRI AVENUE	OPAL AVE E/CRAFTON AVE	0.72	0.00	0.72	Slurry III
CAPRI AVENUE	WABASH AVE E .25M	0.25	0.00	0.25	Slurry Seal II
CEDAR LANE	LAURALWOOD LN E/.01M W,ALDERWOOD LN	0.03	0.00	0.03	Slurry Seal II
CEDAR LANE	.03M E,MAPLEWOOD LN E/PLUMWOOD LN	0.07	0.00	0.07	Slurry Seal II
CEDAR LANE	.01M W,ALDERWOOD LN E .06M	0.06	0.00	0.06	Slurry Seal II
CEDAR LANE	.05ME,ALDERWOOD LN E/.03ME,MAPLEWOOD	0.04	0.00	0.04	Slurry Seal II
CEDAR LANE	PLUMWOOD LN E .02M	0.02	0.00	0.02	Slurry Seal II
CHAPARREL LANE	HAZELWOOD AVE E .14M	0.14	0.00	0.14	Slurry Seal II
CHESAPEAKE LANE	AGATE AVE E/.04M E,MONTEREY CT	0.14	0.00	0.14	Slurry Seal II
CHRYSOLITE AVENUE	NAPLES AVE N/SAN BDNO AVE	0.59	0.00	0.59	Slurry Seal II
CINNABAR COURT	GRANITE ST N/.03M N,PEBBLE ST	0.08	0.00	0.08	Slurry Seal II
CITRUS AVENUE	CRAFTON AVE E/.23M E,RESERVOIR RD	0.98	0.00	0.98	Patch, Chip Seal, Slurry Seal II
COLTON AVENUE	CRAFTON AVE E/RESERVOIR RD	0.76	0.00	0.76	Slurry III
COLTON AVENUE	WABASH AVE E/CRAFTON AVE	1.01	0.00	1.01	Slurry III
FIFTH AVENUE	WABASH AVE E/CRAFTON AVE	0.96	0.00	0.96	Mill and Overlay
GARNET STREET	SH38 N/.57M S,NEWPORT AVE	0.13	0.00	0.13	Slurry III
GARNET STREET	.08M S, MENTONE AVE N/MENTONE AVE	0.08	0.00	0.08	Slurry Seal II
GARNET STREET	MENTONE AVE N/SH38	0.12	0.00	0.12	Slurry Seal II
GOLD BANNER DRIVE	MOSS ST N .05M	0.05	0.00	0.05	Slurry Seal II
GRANITE STREET	BERYL AVE E/RHYOLITE ST	0.18	0.00	0.18	Slurry Seal II
HAMPTON ROAD	.14M W,RIDGEWOOD DR E .03M	0.03	0.00	0.03	Cape Seal
HAZELWOOD AVENUE	COLTON AVE N/LARIMORE LN	0.15	0.00	0.15	Slurry Seal II
HIGHLAND AVENUE	CRAFTON AVE E .35M	0.35	0.00	0.35	Leveling Course, Chip Seal, Slurry II
HIGHLAND AVENUE	.13M E,WABASH AVE E/CRAFTON AVE	0.89	0.00	0.89	Leveling Course, Chip Seal, Slurry II
JASPER AVENUE	NAPLES AVE N/SAN BERNARDINO AVE	0.58	0.00	0.58	Slurry Seal II

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
JULIAN DRIVE EAST	MENTONE BLVD SH38 N/END	0.04	0.00	0.04	Leveling Course, Chip Seal, Slurry Seal II
JULIAN DRIVE WEST	MENTONE BLVD SH38 N/END	0.03	0.00	0.03	Leveling Course, Chip Seal, Slurry Seal II
KING STREET	FIFTH AVE N/COLTON AVE	1.01	0.00	1.01	Slurry III
LA COLINA DRIVE	WALNUT ST SE/0015MSE,ST CATHERINE ST	0.33	0.00	0.33	Leveling Course, Chip Seal, Slurry Seal II
LA DONIA LANE	MOSS ST N .05M	0.05	0.00	0.05	Slurry Seal II
LARIMORE LANE	HAZELWOOD AVE E .11M	0.11	0.00	0.11	Slurry Seal II
LAURELWOOD LANE	CEDAR LN N/BEECH TREE LN	0.09	0.00	0.09	Slurry Seal II
LINDA AVENUE	NAPLES AVE N/MENTONE BLVD-SH 38	0.09	0.00	0.09	Slurry Seal II
MADEIRA AVENUE	.02ME,ALDERWOOD E/.07ME,WHITEWOOD LN	0.14	0.00	0.14	Slurry Seal II
MADEIRA AVENUE	MALACHITE AVE E/CRAFTON AVE	0.31	0.00	0.31	Slurry Seal II
MADEIRA AVENUE	.03M W,ALDERWOOD LN E .05M	0.05	0.00	0.05	Slurry Seal II
MALACHITE AVENUE	MENTONE BLVD SH38 N/CAPRI	0.34	0.00	0.34	Slurry Seal II
MAPLE COURT	CEDAR LN S&E .08M	0.08	0.00	0.08	Slurry Seal II
MAPLEWOOD LANE	CEDAR LANE N .09M	0.09	0.00	0.09	Slurry Seal II
MENTONE AVENUE	AMETHYST ST E/GARNET ST	0.26	0.00	0.26	Slurry Seal II
MONTEREY COURT	.06M S,CHESAPEAKE LN N/CHESAPEAKE LN	0.06	0.00	0.06	Slurry Seal II
MOSS STREET	BERYL AVE E/ROCK ST	0.11	0.00	0.11	Slurry Seal II
MOSS STREET	AGATE ST E/CRAFTON AVE	0.25	0.00	0.25	Slurry Seal II
MOSS STREET	ROCK ST E/AGATE AVE	0.12	0.00	0.12	Slurry Seal II
NAPLES AVENUE	AMETHYST ST E/0005M E,ZANJERO CT	0.23	0.00	0.23	Slurry Seal II
NAPLES AVENUE	END E/LINDA AVE	0.06	0.00	0.06	Slurry Seal II
NEWPORT AVENUE	GARNET E/EMERALD AVE	0.26	0.00	0.26	Patch, Overlay
OLIVINE AVENUE	NICE AVE N/MENTONE BLVD (SH38)	0.24	0.00	0.24	Slurry Seal II
OLIVINE AVENUE	MENTONE BL SH38 N/CAPRI	0.34	0.00	0.34	Slurry Seal II
OPAL AVENUE	SH38 N/SAN BDNO AVE	0.50	0.00	0.50	Slurry III
OPAL AVENUE	FIFTH AVE N/COLTON AVE	1.00	0.00	1.00	Slurry III
OPAL AVENUE	COLTON AVE N/0010M S,NICE AVE	0.16	0.00	0.16	Slurry III
OPAL AVENUE	0010M S,NICE AVE N/SH38	0.36	0.00	0.36	Slurry III
OPAL AVENUE	SAN BERNARDINO AVE N 0.39M	0.39	0.00	0.39	Slurry III
OPAL AVENUE	END N/.04M N,SEVENTH ST	0.17	0.00	0.17	Patch, Chip Seal, Slurry Seal II
OPAL AVENUE	SIXTH ST N/FIFTH AVE	0.26	0.00	0.26	Patch, Chip Seal, Slurry Seal II
OPAL WAY	NAPLES AVE N/0008M N,MENTONE BLVD	0.16	0.00	0.16	Slurry Seal II

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
OVERCREST DRIVE	.52M N,TENNESSEE ST N/WALNUT ST	0.56	0.00	0.56	Slurry Seal II
OVERCREST DRIVE	TENNESSEE ST N .52M	0.52	0.00	0.52	Leveling Course, Chip Seal, Slurry Seal II
PEBBLE STREET	CINNABAR CT E/RHYOLITE ST	0.08	0.00	0.08	Slurry Seal II
PLUMWOOD LANE	CEDAR LN N/BEECH TREE PL	0.10	0.00	0.10	Slurry Seal II
PLUMWOOD LANE	MENTONE BLVD N/CEDAR LN	0.13	0.00	0.13	Slurry Seal II
QUARRY STREET	OLIVINE AVE E/AGATE AVE	0.16	0.00	0.16	Slurry Seal II
RESERVOIR ROAD	COLTON AVE N/NICE AVE	0.26	0.00	0.26	Slurry Seal II
RHYOLITE STREET	GRANITE ST N/MOSS ST	0.11	0.00	0.11	Slurry Seal II
ROCK STREET	MOSS ST N/NICE AVE	0.09	0.00	0.09	Slurry Seal II
ROSE STREET	ZANJA DR N/NAPLES AVE	0.09	0.00	0.09	Slurry Seal II
SALERNO AVENUE	AGATE AVE E/CRAFTON AVE	0.22	0.00	0.22	Slurry Seal II
SAN BERNARDINO AVENUE	OPAL AVE E/.05M E,SOFFEL ST	0.19	0.00	0.19	Slurry Seal II
SAND COURT	ROCK ST E/END	0.08	0.00	0.08	Slurry Seal II
SANDSTONE COURT	GRANITE ST N/END	0.08	0.00	0.08	Slurry Seal II
SAPPHIRE STREET	COLTON AVE N/MENTONE BLVD (SH38)	0.49	0.00	0.49	Slurry Seal II
SAPPHIRE STREET	MENTONE BLVD SH38 N/END	0.25	0.00	0.25	Slurry Seal II
SAPPHIRE STREET	FLORIDA ST NE .3M	0.30	0.00	0.30	Patch, Overlay
SAPPHIRE STREET	0.43M N, Florida St NE & E 0.21M	0.07	0.00	0.07	Overlay
SEVENTH STREET	WABASH AVE E/OPAL AVE	0.27	0.00	0.27	Patch, Chip Seal, Slurry Seal II
SIERRA PINE DRIVE	CRAFTON AVE E/LAURELWOOD LN	0.11	0.00	0.11	Slurry Seal II
SLIGER ROAD	END E&N&E/0004M E,WARD WAY	0.21	0.00	0.21	Slurry Seal II
SOFFEL STREET	OPAL AVE E&N/SAN BDNO AVE	0.23	0.00	0.23	Slurry Seal II
ST CATHERINE STREET	LA COLINA DR NW/END	0.06	0.00	0.06	Leveling Course, Chip Seal, Slurry Seal II
STONE COURT	MOSS ST N/END	0.05	0.00	0.05	Slurry Seal II
STONEWOOD STREET	HAZELWOOD AVE E/SAPPHIRE ST	0.16	0.00	0.16	Slurry Seal II
THIRD AVENUE	CRAFTON E/RESERVOIR RD	0.69	0.00	0.69	Leveling Course, Chip Seal, Slurry Seal II
TURQUOISE AVENUE	FLORENCE AVE N/SAN BDNO AVE	0.66	0.00	0.66	Slurry Seal II
TURQUOISE AVENUE	NICE AVE N/FLORENCE AVE	0.08	0.00	0.08	Slurry Seal II
VALENCIA DRIVE	WALNUT ST NE/END	0.19	0.00	0.19	Patch, Chip Seal, Slurry Seal II
WABASH AVENUE	.25M N,SAN BERNARDINO AVE N .17M	0.17	0.00	0.17	Leveling Course, Slurry Seal III
WABASH AVENUE	SH38 N/0.12M	0.06	0.00	0.06	Mill and Overlay
WABASH AVENUE	0.12M N,SH38 N/CAPRI AVE	0.11	0.00	0.11	Reconstruction

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
WABASH AVENUE	CAPRI AVE N/SAN BDNO AVE	0.08	0.00	0.08	Reconstruction
WABASH AVENUE	.30M S, SEVENTH ST N .16M	0.16	0.00	0.16	Leveling Course, Chip Seal, Slurry Seal II
WABASH AVENUE	6TH AVE N/5TH AVE	0.12	0.00	0.12	Slurry Seal II
WALNUT STREET	CITRUS AVE N .34M	0.34	0.00	0.34	Slurry Seal II
WALNUT STREET	OVERCREST N/FIFTH AVE	0.49	0.00	0.49	Chip Seal, Slurry Seal II
WALNUT STREET	FIFTH AVE N/CITRUS AVE	0.51	0.00	0.51	Chip Seal, Slurry Seal II
WARD WAY	.03M S,ZANJA VIEW DR N/MILL CRK RD	0.25	0.00	0.25	Slurry Seal II
WHITEWOOD DRIVE	CEDAR LN N/MADEIRA AVE	0.11	0.00	0.11	Slurry Seal II
ZANJA DRIVE	AMETHYST E/ZANJA WAY	0.15	0.00	0.15	Slurry Seal II
ZANJA VIEW DRIVE	WARD WAY E/END	0.12	0.00	0.12	Slurry Seal II
ZANJA WAY	BON VIEW NE&N/NAPLES AVE	0.14	0.00	0.14	Slurry Seal II
ZANJERO COURT	END N/NAPLES AVE	0.06	0.00	0.06	Slurry Seal II
	Total Project Miles:	**29.94**	**0.70**	**30.64**	

Exhibit B

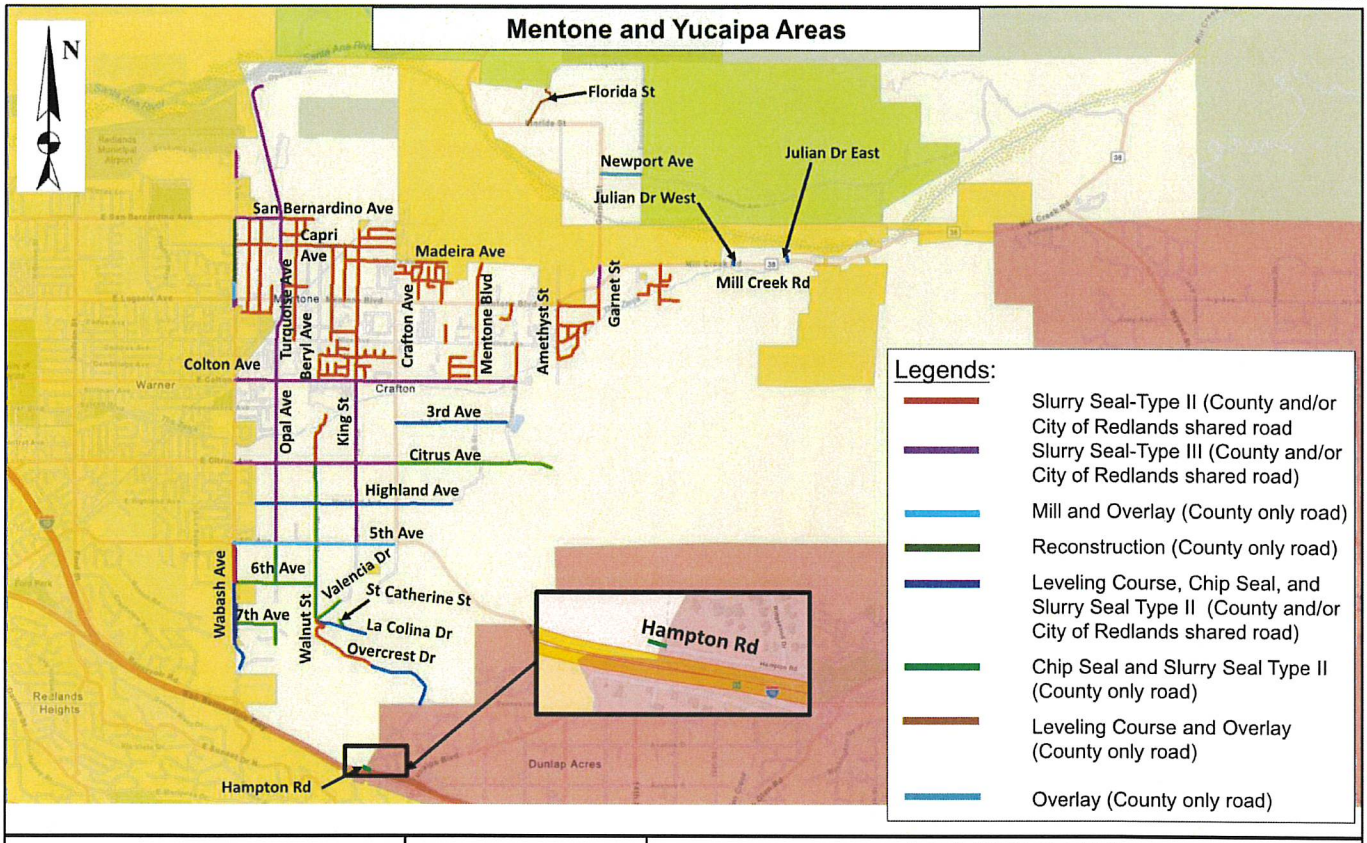
ESTIMATE OF PROJECT COSTS
FOR CITY OF REDLANDS AND SAN BERNARDINO COUNTY
PAVEMENT IMPROVEMENTS
IN THE MENTONE, REDLANDS, AND YUCAIPA AREAS

WABASH AVENUE AND OTHER ROADS

DESCRIPTION	TOTAL COST	SAN BERNARDINO COUNTY SHARE	CITY OF REDLANDS SHARE
Construction and Contingency	$2,840,000	$2,787,000	$52,000
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and County overhead	$ 645,000	$ 634,000	$12,000
Total	**$3,485,000**	**$3,421,000**	**$64,000**

Exhibit C

LOCATION MAP



COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS **DISTRICT 3** **YARD 5** **WO TX1809**	SAN BERNARDINO COUNTY	**LOCATION MAP** **WABASH AVENUE AND OTHER ROADS** **Various Roads / Locations** **Reconstruction, Mill and Overlay, Overlay, Slurry Seal-Type II, Slurry Seal-Type III, Chip Seal, Leveling Course**

City Council Meeting **I. 9.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the 2020 Homeland Security Grant Program Funding award in the amount of $21,209 for the purchase of mobile radios and authorize an additional appropriation for the same (Fire Chief Sessler)

MOTION(S):

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

I move to accept the Federal Emergency Management Agency 2020 Homeland Security Grant Program funds in the amount of $21,209 for the purchase of mobile radios, and approve an additional appropriation for the same.

RECOMMENDATION:

Staff recommends that City Council accept the Federal Emergency Management Agency 2020 Homeland Security Grant Program funds in the amount of $21,209 for the purchase of mobile radios, and approve an additional appropriation.

DISCUSSION:

Public Safety agencies rely on radio communications to keep up to date with the latest information and to keep themselves coordinated at key moments, all of which is crucial in keeping themselves and the community safe. While cell service towers and landlines may fail during an emergency or disaster, VHF radios will continue to work during these situations. Additionally, multiple personnel can be contacted at once, as opposed to dialing individual phone numbers. Lastly, VHF radios ensure interoperability and guarantee communication between the different fire departments and agencies involved, such as CalFire who use VHF radios as their primary communication method during mutual aid deployments.

To keep up with changing technology and ensure proper communication ability during major emergencies, the Redlands Fire Department sought funding for the purchase of five (5) BK KNGM150-R Remote Mount Mobile Radios, chargers, and accessories. The mobile radios will be installed in the following five engines: Medic Engine 261, Medic Engine 262, Medic Engine 263, Medic Engine 264, and OES Brush Engine 8638. The radios will be used to improve communications during wildland fires and to meet the FireScope requirement of 400 channel minimum capabilities.

ALTERNATIVES:

Not accept funding from the FEMA FY2020 Homeland Security Grant Program for mobile radios.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023
Appropriation Required Y/N:	Y
Amount:	21,209
Account No.:	101250

Discussion:

The FEMA 2020 Homeland Security Grant Program does not require matching funds therefore, there is no fiscal impact.

Attachments

Additional Appropriation
Authorization Letter
Extension/DeObligation Letter
Extension Request Ltr

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 2/8/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Departmental Supplies	200250	7810		$ 21,209.00
				$ $ 21,209.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200250	4407		$ 21,209.00
				$ $ 21,209.00

JUSTIFICATION: FEMA Homelands Security Grant Program Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Leonard X. Hernandez
Chief Executive Officer

Brent Martin
Emergency Services
Manager

February 7, 2022

TO: **CITY/TOWN**
ATTN: GRANTS PROGRAM MANAGER

SUBJECT: **NOTIFICATION OF APPLICATION APPROVAL OF FY2020 HOMELAND SECURITY GRANT PROGRAM (HSGP)**

The California Governor's Office of Emergency Services has approved your FY2020 HSGP project(s). As of the date of this letter, you are authorized to make expenditures using FY2020 Homeland Security Grant Program (HSGP) funds.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project worksheet. Should you need to submit a modification request to change your project in any way, including increasing the quantity of items, please do so as soon as possible. The next deadline to submit modification requests is 4/30/22.

During the procurement process, please make sure to follow grant guidelines and requirements. Procurement may not begin on projects requiring an EHP or other type of pre-approval as indicated on the attached project worksheet until requests are submitted and approval has been obtained.

Please note the following:

1. **First Milestone Deadline**: Due to delay in grant acceptance, the performance period for the grant is shorter than previous grants. All projects should be expedited and 30% completed by **9/30/22**.

2. **Modifications**: All project changes require pre-approval from Cal OES prior to incurring any costs. Modification requests are due quarterly. Refer to FY20 Grant Deadlines for submission dates. The scope of work on projects identified as National Priority projects cannot be modified. Changes in quantities on National Priority projects must have FEMA approval.

3. **Procurement**: General procurement standards with open competition must be followed for all federal grant expenditures, according to 2 C.F.R. § 200.318-200.323. Copies of three (3) quotes/bids must be submitted with reimbursement requests.

4. **Noncompetitive Procurement:** Documentation of entity procurement policies must be submitted with reimbursement requests for all noncompetitive procurement. Purchases over $250,000 will require pre-approval from Cal OES prior to procurement, following up

with your governing board or council, if applicable. A cost benefit analysis is required with noncompetitive procurement justification requests.

5. **SAMS Verification**: A print-out of the SAM.gov vendor verification report must be printed *prior to* procurement with all vendor/contractors and must be submitted with reimbursement requests. *Note: Vendor registration in SAM.gov is not required. However, the vendor must not be debarred or restricted from receiving federal funds, which will appear in your vendor verification report if the vendor has restrictions.*

6. **Performance Bond:** Is required for any equipment item over $250,000, **or** any vehicle, aviation, or watercraft, regardless of the cost.

7. **Audit Requirements:** This subaward is subject to all provisions of 2 C.F.R Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice.

Refer to the grant guides for additional procedures and requirements.

If you have any questions, please feel free to contact the Grant's Unit at (909) 356-3910. Thank you.

Sincerely,

BRENT MARTIN, Emergency Services Manager
San Bernardino County Fire Protection District
Office of Emergency Services

BM:ts

Enclosures

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909..356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Leonard X. Hernandez
Chief Executive Officer

Daniel Muñoz
Deputy Executive Officer

January 25, 2023

To: **All Homeland Security Grant Managers**

SUBJECT: **FY2020 Homeland Security Grant Performance Period of Extension Requests and De-Obligation of Funds – Due February 9, 2023**

The FY2020 Homeland Security Grant Program (HSGP) performance period ends on March 31, 2023. All reimbursement requests must be submitted to the OES Grants Administration Unit by April 10, 2023. If it is anticipated that your project will not be completed by the end of the performance period, and you believe that you will need an extension, please submit your extension request on letterhead to tina.sutera@oes.sbcounty.gov by 5:00 pm on Thursday, February 9, 2023. The extension request must include the following information:

1. Reason for the delay in project completion
2. Current project status
3. New completion date
4. Update milestone dates
5. Plan for completion by the new date

Please note that extended projects cannot be modified, and a status report will be due on July 3, 2023. Extension requests require Cal OES and FEMA approval. Therefore, jurisdictions should move forward with all projects in anticipation that the performance period will end on March 31, 2023.

Additionally, if you will have remaining funds that you will be de-obligating, please send notification of the de-obligated amount by the same due date (February 9, 2023) on your jurisdiction letterhead. Funds will no longer be available once they are de-obligated.

Please contact Tina Sutera, Staff Analyst II at (909) 388-5832 or by e-mail if you have any questions regarding extension requests and de-obligation letters.

Sincerely,

DANIEL MUÑOZ, Deputy Executive Officer
San Bernardino County Office of Emergency Services

DM:es

BOARD OF SUPERVISORS
COL. PAUL COOK (RET.) Vice Chairman, First District | JESSE ARMENDAREZ Second District | DAWN ROWE Chair, Third District | CURT HAGMAN Fourth District | JOE BACA, JR. Fifth District
Leonard X. Hernandez Chief Executive Officer

FIRE DEPARTMENT

City of
REDLANDS
Incorporated 1888

REGGIE BROWN
BATTALION CHIEF

City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373
909-798-7600
Rbrown@confire.org

February 9, 2023

Reggie Brown, Battalion Chief
Redlands Fire Department
35 Cajon Street Suite 12
Redlands CA, 92373

SUBJECT: FY2020 Homeland Security Grant Extension Request

To Whom it May Concern:

The Redlands Fire Department is requesting an extension for the awarded FY2020 Homeland Security Grant. Our grant project included new KNG mobile radios and the needed accessories to install the new radios into our apparatus. Due to the recent supply chain issues, our radios have been delayed significantly, which will delay our project past the performance deadline of March 31, 2023. Our project status is currently on hold until the vendor receives the ordered radios, which may occur as early as May or as late as October. We would like to request a new completion date of March 31, 2024, to allow ample processing time. Once the radios are received, our project will be completed and we will file the appropriate paperwork to close out the grant. Thank you for considering the extension.

Sincerely,

Reggie Brown
Battalion Chief



City Council Meeting **I. 10.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8432 to receive an annual report of City of Redlands surplus lands; and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

I move to adopt Resolution No. 8432.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8432 declaring certain City-owned properties classified as "not surplus" or "exempt property", and determine that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Assembly Bill (AB) 1486 was approved by the State Legislature and signed by the Governor in the Fall of 2019. AB 1486 made various amendments to Government Code Sections 54220 *et seq.*, concerning the process for disposition of surplus land by cities and other local agencies. These new laws became effective on January 1, 2020. As such, these new laws require the City to annually report on surplus lands held by the City. The intent of this legislation, is to improve the process for providing notice of surplus lands to facilitate the development of affordable housing around the State. The new law requires that

any land “not necessary for the agency’s use” be declared surplus prior to the disposition of the land. “Agency’s use” is defined in the new law as land that is used or planned to be used for the agency’s work or operations such as a water treatment plant, park, detention basin, or other agency use. The state law definition of “Agency use” expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the new law.

Resolution No. 8432 includes Exhibit "A" which includes a table of properties that are not surplus and the agency has a use for each property. Exhibit "B" includes a table of exempt properties with the criteria for exemption.

Adoption of Resolution No. 8432 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA). This section states that a project is exempt from CEQA if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The recommended action is consistent with this section as it only identifies certain property as not surplus and will not have a physical effect on the environment.

ALTERNATIVES:

The City Council may elect not to adopt the resolution or provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

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

Fiscal Impact

Discussion:

There is no fiscal impact related to approval of this Resolution.

Attachments

A. Resolution No. 8432

RESOLUTION NO. 8432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING CERTAIN CITY-OWNED REAL PROPERTIES NOT SURPLUS PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ.

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of City-owned property and has identified certain sites that may not be necessary for the City's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action is therefore exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines as approval of this resolution will not cause a direct physical change to the environment, nor a reasonably foreseeable indirect physical change to the environment.

Section 2. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "A," attached hereto and incorporated by this reference, are necessary for the City's use and are declared not surplus.

Section 3. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "B," attached hereto and incorporated by this reference, are exempt from Articles II and III of Government Code Section 54220, et seq.

Section 6. This Resolution shall take effect take effect immediately upon its adoption.

[SIGNATURES ON NEXT PAGE]

ADOPTED, SIGNED AND APPROVED this 21st day of March, 2023

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

PARCEL LIST – PROPERTY NOT SURPLUS

	APN	Address	Agency Use
1	016701104	8195 ALABAMA ST	Settling Pond
2	016701109	ALABAMA ST & SANTA ANA RIVER	Rock, Sand and Gravel Production
3	016705104	COMMUNITY PARK/FIELD	Between Church/Orange, San Bernardino/Pennsylvania
4	016708146	RIVERVIEW DR & CHURCH ST	Open Space
5	016710115	1660 TEXAS ST	Reservoir
6	016710116	TEXAS ST & SAN BERNARDINO AVE	Citrus
7	016715122	10 W PENNSYLVANIA AVE	Fire Station
8	016716106	1535 N CHURCH ST	Park
9	016716108	1521 N CHURCH ST	Park
10	016717101	1321 TEXAS ST	Reservoir/Park
11	016724215	1251 CLAY ST	Boys & Girls Club
12	016724217	1251 CLAY ST	Boys & Girls Club
13	016724316	111 W LUGONIA AVE	Community Center
14	016739107	EASEMENT - W. OF ALABAMA & E. OF CALIFORNIA	City Citrus Groves (By Landfill)
15	016739108	1950 NEVADA ST	Wastewater
16	016739111	1950 NEVADA ST	Wastewater/Landfill
17	016741201	RIVERVIEW DR & CLEMENTINE ST	Park
18	016742243	TEXAS ST & DOMESTIC AVE	Greenbelt
19	016751111	2401 W SAN BERNARDINO AVE	Citrus
20	016751112	2401 ALMOND AVE	Citrus
21	016784173	RIVERVIEW DR & KINGSBURY DR	Open Space
22	016786119	RIVERVIEW DR & GLOVER ST	Open Space
23	016786155	RIVERVIEW DR & BROOKSTONE ST	Open Space
24	016789126	140 W RIVERVIEW DR	Park
25	016803108	SESSUMS DR & WABASH AVE	Airport
26	016803110	SESSUMS DR & WABASH AVE	Airport
27	016803112	1551 SESSUMS DR	Airport
28	016803121	1790 N DEARBORN ST	Park
29	016803122	1790 N DEARBORN ST	Park
30	016804119	1625 SESSUMS DR	Airport
31	016804121	1745 SESSUMS DR	Airport
32	016804125	SESSUMS DR & WABASH AVE	Airport
33	016804145	1790 N DEARBORN ST	Park
34	016804146	1790 N DEARBORN ST	Park
35	016804149	1655 SESSUMS DR	Airport
36	016804153	1795 SESSUMS DR	Airport

	APN	Address	Agency Use
37	016804160	1755 SESSUMS DR	Airport
38	016807102	1790 N DEARBORN ST	Park
39	016807172	SESSUMS & DEARBORN	Citrus
40	016809102	1790 N DEARBORN ST	Park
41	016809105	1790 N DEARBORN ST	Park
42	016809109	1790 N DEARBORN ST	Park
43	016812102	SAN BERNARDINO AVE & JUDSON ST	Citrus
44	016816108	300 E LUGONIA AVE	Citrus
45	016831108	SESSUMS DR & WABASH AVE	Airport
46	016832111	CRAFTON AVE & ANZIO AVE	Water Treatment
47	016834102	1330 AMETHYST ST	Clubhouse
48	016834301	MILL CREEK RD & MENTONE AVE	Vacant
49	016835105	MILL CREEK RD & JULIAN DR W	Spreading Basin
50	016835107	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
51	016835108	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
52	016836201	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
53	016836202	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
54	016836203	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
55	016836205	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
56	016836301	34001 MILL CREEK RD	Existing/Future Utilities
57	016836302	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
58	016836303	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
59	016873126	DEARBORN ST & FOOTHILL WAY	Citrus
60	016873127	DEARBORN ST & SAN BERNARDINO AVE	Citrus
61	016874179	DEARBORN ST & FOOTHILL WAY	Citrus
62	016874180	DEARBORN ST & FOOTHILL WAY	Citrus
63	016874181	CAPRI & GRANITE ST	Citrus
64	016875157	SAN BERNARDINO AVE & DEARBORN ST	Citrus
65	016875158	SAN BERNARDINO AVE & DEARBORN ST	Citrus
66	016875160	DEARBORN ST & FOOTHILL WAY	Citrus
67	016877151	CAPRI & GRANITE ST	Citrus
68	016879129	1320 REVELATION WAY	Citrus
69	016879130	LUGONIA AVE & REVELATION WAY	Citrus
70	016880139	VALLEY FALLS AVE & WABASH AVE	Citrus
71	016880140	1781 VALLEY FALLS AVE	Citrus
72	016889121	JUDSON ST & PIONEER AVE	Citrus
73	016889122	JUDSON ST & LUCAS LN	Park
74	016889123	JUDSON ST & LUCAS LN	Park
75	016889127	JUDSON ST & PIONEER AVE	Park
76	016890168	ADELINE AVE & SAN BERNARDINO AVE	Citrus

	APN	Address	Agency Use
77	016891153	PENNSYLVANIA AVE & SHANNON AVE	Greenbelt
78	016891154	PENNSYLVANIA AVE & ADELINE AVE	Greenbelt
79	016891155	PENNSYLVANIA AVE EAST OF JUDSON ST	Citrus
80	016892155	1443 GALWAY AVE	Park
81	016909113	1006 OXFORD DR	Quad
82	016930130	5TH ST & REDLANDS BLVD	Parking Lot
83	016932103	CHURCH ST & CENTRAL AVE	Public Facility
84	016935101	1270 W PARK AVE	City Yard
85	016935104	1267 W REDLANDS BLVD	Public Facility
86	016935105	1270 W PARK AVE	City Yard
87	016935106	1270 W PARK AVE	City Yard
88	016935107	KANSAS ST & REDLANDS BLVD	Public Facility
89	017008209	939 E HIGH AVE	Public Facility
90	017008301	UNIVERSITY ST & COLTON AVE	Park
91	017008303	UNIVERSITY ST & COLTON AVE	Park
92	017014207	525 N UNIVERSITY ST	Park
93	017014208	UNIVERSITY ST & COLTON AVE	Park
94	017014209	UNIVERSITY ST & COLTON AVE	Park
95	017014210	UNIVERSITY ST & COLTON AVE	Park
96	017018144	Church St & Stuart Ave	Public Facility
97	017023125	CHURCH ST & CENTRAL AVE	High School
98	017028116	1490 SYLVAN BLVD	Park
99	017028118	1450 SYLVAN BLVD	Park
100	017028120	1446 SYLVAN BLVD	Park
101	017030206	500 N DEARBORN ST	Reservoir
102	017030217	DEARBORN ST & SYLVAN BLVD	Reservoir
103	017030218	500 N DEARBORN ST	Reservoir
104	017031102	WABASH AVE & COLTON AVE	Park
105	017031104	WABASH AVE & INDEPENDENCE AVE	Park
106	017031106	WABASH AVE & COLTON AVE	Park
107	017031231	WABASH AVE & INDEPENDENCE AVE	Park
108	017037501	SYLVAN BLVD & LINCOLN ST	Flood Control
109	017046102	LARAMIE AVE & LINCOLN ST	Park
110	017046103	LARAMIE AVE & LINCOLN ST	Park
111	017046104	LARAMIE AVE & LINCOLN ST	Park
112	017102103	REDLANDS BLVD & NEW YORK ST	Park
113	017102109	NEW YORK ST & REDLANDS BLVD	Park
114	017102112	REDLANDS BLVD & TEXAS ST	Parking Lot
115	017106217	REDLANDS BLVD & 5TH ST	Parking Lot
116	017108801	525 E CITRUS AVE	Fire Station

	APN	Address	Agency Use
117	017113216	300 E STATE ST	Public Facility
118	017124101	PARKWOOD DR & GLENWOOD DR	Park
119	017124201	PARKWOOD DR & GLENWOOD DR	Park
120	017124301	PARKWOOD DR & GLENWOOD DR	Park
121	017124406	GRANT ST & GLENWOOD DR	Redlands Bowl
122	017124407	GRANT ST & GLENWOOD DR	Redlands Bowl
123	017124430	168 S EUREKA ST	Public Facility
124	017126101	30 CAJON ST	Police Annex
125	017127111	35 CAJON ST	Civic Center
126	017127113	35 CAJON ST	Civic Center
127	017129101	125 W VINE ST	Library
128	017129120	173 S EUREKA ST	Clubhouse
129	017209118	OLIVE AVE & MELBURY PL	Citrus
130	017209119	OLIVE AVE & MELBURY PL	Citrus
131	017209120	OLIVE AVE & MELBURY PL	Citrus
132	017401402	1352 PROSPECT DR	Park
133	017401403	1352 PROSPECT DR	Park
134	017401404	HIGHLAND AVE & CAJON ST	Citrus
135	017401405	HIGHLAND AVE & CAJON ST	Citrus
136	017401406	1352 PROSPECT DR	Park
137	017402304	PROSPECT ST & FOUNTAIN AVE	Citrus
138	017406208	REDLANDS BLVD & FORD ST	Well Site
139	017407111	FRANKLIN AVE & CAJON ST	Park
140	017414125	PARKFORD DR & MARSHALL ST	Park
141	017414201	PARKFORD DR & MARSHALL ST	Park
142	017422141	5TH ST & MARION RD	Citrus
143	017425203	SUNSET DR & SOUTH AVE	Reservoir
144	017425206	SUNSET DR & FELISA CT	Reservoir
145	017428124	851 WABASH AVE	Open Space
146	017428126	WABASH AVE & PANORAMA DR	Open Space
147	017428128	WABASH AVE & PANORAMA DR	Open Space
148	017465135	5TH AVE & WABASH AVE	Greenbelt
149	017501135	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir
150	017501162	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
151	017501176	447 SAN TIMOTEO CANYON RD	Open Space
152	017501177	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
153	017512211	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
154	017513101	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
155	017513114	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
156	017513118	SAN TIMOTEO CANYON RD & FERN AVE	Open Space

	APN	Address	Agency Use
157	017513119	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
158	017513120	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
159	017513121	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
160	017513124	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
161	017514208	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
162	017514210	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
163	017514434	1540 ALESSANDRO RD	Cemetery
164	017514435	1540 ALESSANDRO RD	Cemetery
165	017516103	1540 ALESSANDRO RD	Cemetery
166	017524103	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
167	017525111	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
168	017526103	1540 ALESSANDRO RD	Cemetery
169	017526107	1540 ALESSANDRO RD	Cemetery
170	017526204	ALESSANDRO RD & W SUNSET DR	Cemetery
171	017603309	MARGARITA DR & MARILYN LN	Reservoir
172	017603310	MARGARITA DR & MARILYN LN	Reservoir
173	017603311	MARGARITA DR & MARILYN LN	Reservoir
174	017607418	1716 GARDEN ST	Fire Station
175	017613401	MARIPOSA DR & W SUNSET DR	Park
176	017613402	MARIPOSA DR & W SUNSET DR	Park
177	017613405	MARIPOSA DR & W SUNSET DR	Park
178	017613406	MARIPOSA DR & W SUNSET DR	Park
179	017613407	MARIPOSA DR & W SUNSET DR	Park
180	017613408	MARIPOSA DR & W SUNSET DR	Park
181	017613502	1741 CHAPPARAL RD	Park
182	017615112	MARIPOSA DR & W SUNSET DR	Park
183	017619212	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
184	028123227	DAVIDSON ST & CURTIS ST	Well Site
185	028123228	DAVIDSON ST & CURTIS ST	Well Site
186	029117206	RIVERVIEW DR & ORANGE ST	Well Site
187	029117207	RIVERVIEW DR & ALTA ST	Citrus
188	029117212	RIVERVIEW DR & CAVE ST	Well Site
189	029117213	RIVERVIEW DR & GLOVER ST	Well Site
190	029118113	RIVERVIEW DR & RIVERBEND RD	Well Site
191	029120103	SESSUMS DR & WABASH AVE	Airport
192	029120104	SESSUMS DR & WABASH AVE	Airport
193	029120105	SESSUMS DR & WABASH AVE	Airport
194	029120106	SESSUMS DR & WABASH AVE	Airport
195	029120107	SESSUMS DR & WABASH AVE	Airport
196	029120111	SESSUMS DR & WABASH AVE	Airport

	APN	Address	Agency Use
197	029120117	SESSUMS DR & WABASH AVE	Airport
198	029203435	BRYN MAWR AVE & 10 FREEWAY	Citrus
199	029203436	BRYN MAWR AVE & 10 FREEWAY	Citrus
200	029203437	CALIFORNIA ST & 10 FREEWAY	Citrus
201	029204136	1950 NEVADA ST	Wastewater
202	029204137	1950 NEVADA ST	Wastewater
203	029204139	ALABAMA ST & SANTA ANA RIVER	Landfill
204	029204401	27050 PALMETTO AVE	Landfill
205	029204402	27050 PALMETTO AVE	Landfill
206	029204403	27050 PALMETTO AVE	Landfill
207	029204404	1951 NEVADA ST	Landfill
208	029204407	27050 PALMETTO AVE	Landfill
209	029204408	2151 NEVADA ST	Citrus
210	029204415	27050 PALMETTO AVE	Landfill
211	029204416	NEVADA ST & PALMETTO AVE	Landfill
212	029206432	CALIFORNIA ST & 10 FREEWAY	Citrus
213	029207102	ALABAMA ST & SANTA ANA RIVER	Settling Pond
214	029207103	ALABAMA ST & SANTA ANA RIVER	Settling Pond
215	029207104	ALABAMA ST & SANTA ANA RIVER	Settling Pond
216	029207134	ALABAMA ST & SANTA ANA RIVER	Percolating Ponds for WWTP
217	029215716	1625 W REDLANDS BLVD	Public Facility
218	029216608	11126 IOWA ST	Park
219	029218402	KANSAS ST & REDLANDS BLVD	Public Facility
220	029218405	1301 W REDLANDS BLVD	Public Facility
221	029218418	1341 W REDLANDS BLVD	Public Facility
222	029303138	1ST ST & WHITTIER AVE	Well Site
223	029313301	BROOKSIDE AVE & TERRACINA BLVD	Park
224	029409160	1900 ALESSANDRO RD	Open Space
225	029409161	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
226	029409162	1908 ALESSANDRO RD	Open Space
227	029412131	CREEKSIDE DR & HORSE TRAIL DR	Open Space
228	029711105	SESSUMS DR & WABASH AVE	Airport
229	029711107	SESSUMS DR & WABASH AVE	Airport
230	029815137	AGATE AVE & SALERNO AVE	Reservoir
231	029833134	1369 FAIRVIEW LN	Reservoir
232	029921206	WABASH AVE & PANORAMA DR	Vehicle Access
233	029929115	VALENCIA DR & KING ST	Reservoir
234	029932163	CAMPUS DR & SAND CANYON RD	Reservoir
235	029942141	WABASH AVE & CITRUS AVE	Greenbelt
236	029943135	MONTECITO LN & WABASH AVE	Greenbelt

	APN	Address	Agency Use
237	029943137	MONTECITO LN & WABASH AVE	Greenbelt
238	029943138	MONTECITO LN & WABASH AVE	Greenbelt
239	030023124	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
240	030023131	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
241	030023136	LIVE OAK CANYON RD	Open Space Emerald Necklace
242	030023138	31110 LIVE OAK CANYON RD	Open Space Emerald Necklace
243	030023161	31215 SUTHERLAND DR	Park
244	030024115	31200 LIVE OAK CANYON RD	Open Space Emerald Necklace
245	030024124	LIVE OAK CANYON RD	Open Space Emerald Necklace
246	030024125	31313 LIVE OAK CANYON RD	Open Space Emerald Necklace
247	030024136	EAST OF OAKMONT PARK	Open Space
248	030045108	13198 HELEN CT	Reservoir
249	030046121	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
250	030119119	31839 HIGHVIEW DR	Open Space
251	030208206	33663 NEWPORT AVE	Well Site
252	030217106	3040 MILL CREEK RD	Reservoir
253	030218101	33501 MILL CREEK RD	Open Space
254	030218102	33251 MILL CREEK RD	Open Space
255	121201172	RIVERVIEW DR & CHURCH ST	Open Space
256	121202163	RIVERVIEW DR & MADISON ST	Open Space
257	121203101	RIVERVIEW DR & RIVERBEND RD	Citrus
258	121203102	RIVERVIEW DR & RIVERBEND DR	Citrus
259	121220129	PENNSYLVANIA AVE & JUDSON ST	Well Site
260	121221101	SAN BERNARDINO AVE & JUDSON ST	Citrus
261	121244102	RIVERVIEW DR & CHURCH ST	Well Site
262	121245162	PIONEER AVE & JUDSON ST	Citrus
263	121245163	SAN BERNARDINO AVE & JUDSON ST	Greenbelt
264	121245165	HARRISON LN & LUCAS LN	Greenbelt
265	121245168	PIONEER AVE & JUDSON ST	Flood Control

EXHIBIT "B"

EXEMPT PROPERTY

Criteria for Exemption

1. Less than 5,000 square feet
2. No record access
3. Less than 10,000 square feet and not contiguous to open space

				Criteria 1	Criteria 2	Criteria 3	
	APN	**Address**	**Agency Use**	**LT5000**	**Access**	**GT51T10**	**Contig**
1	016706123	DOMESTIC AVE & TEXAS ST	Utility	Yes			
2	016716107	CHURCH ST & SAN BERNARDINO AVE	Park	Yes			
3	016742244	CLEMENTINE DR & DOMESTIC AVE	Greenbelt	Yes	Yes		
4	016742245	DESERT LIME CT & DOMESTIC AVE	Greenbelt	Yes	Yes		
5	016742246	DOMESTIC AVE & CITRON CT	Greenbelt	Yes	yes		
6	016743241	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	Yes		
7	016743242	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	Yes		
8	016757106	CALIFORNIA ST & SAN BERNARDINO AVE	Well Site	Yes			
9	016807101	SAN BERNARDINO ST & DEARBORN AVE	Well Site	Yes	Yes		
10	016807173	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	Yes		
11	016807175	LUCAS LN & SAN BERNARDINO AVE	Greenbelt	Yes	Yes		
12	016807190	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	Yes		
13	016809101	DEARBORN ST & SAN BERNARDINO AVE	Well Site	Yes			
14	016832107	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	Yes		
15	016832108	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	Yes		
16	016837108	1500 CRAFTON AVE	Well Site	Yes			
17	016889124	LUCAS LN & JUSTIN CT	Greenbelt	Yes	Yes		
18	016889126	LUCAS LN & TAYLOR CT	Greenbelt	Yes	Yes		
19	016890174	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	Yes		
20	016890175	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	Yes		
21	016890176	ADELINE AVE & SHANE CT	Greenbelt	Yes	Yes		
22	016890177	ADELINE AVE & KRISTION CT	Greenbelt	Yes	Yes		
23	016930133	5TH & REDLANDS BLVD	Parking Lot	Yes			
24	016936208	845 ALABAMA ST	Well Site	Yes	Yes		
25	016939103	REDLANDS BLVD & TENNESSEE ST	Right-of-Way	Yes	Yes		
26	017034230	SYLVAN BLVD & LINCOLN ST	Greenbelt	Yes	Yes		
27	017108611	725 E STATE ST	Citrus	Yes	Yes		
28	017108802	525 E CITRUS AVE	Fire Station	Yes	Yes		
29	017112119	50 ORANGE ST	Park	Yes	Yes		
30	017117133	STATE ST & TEXAS ST	Well Site	Yes	Yes		
31	017118126	NEW YORK ST & PINE AVE	Well Site	Yes	Yes		
32	017118139	NEW YORK ST & PINE AVE	Well Site	Yes	Yes		
33	017123221	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes			
34	017123224	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		

				Criteria 1	Criteria 2	Criteria 3	
	APN	**Address**	**Agency Use**	**LT5000**	**Access**	**GT51T10**	**Contig**
35	017126114	10 CAJON ST	Greenbelt	Yes	Yes		
36	017127201	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
37	017127202	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
38	017127203	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
39	017127204	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
40	017131212	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		
41	017134110	213 MYRTLE ST	Parking Lot	Yes	Yes		
42	017135211	FERN AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		
43	017244141	123 TERRACINA BLVD	Well Site	Yes			
44	017414203	PARKFORD DR & MARSHALL ST	Park	Yes			
45	017428119	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	Yes		
46	017428120	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	Yes		
47	017501152	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir	Yes	Yes		
48	017545117	1540 ALESSANDRO RD	Cemetery	Yes	Yes		
49	017603106	FORD ST & EUCALYPTUS DR	Well Site	Yes			
50	017614210	W SUNSET DR & VALLE VISTA DR	Greenbelt	Yes	Yes		
51	029203207	BRYN MAWR AVE & LUGONIA AVE	Well Site	Yes	Yes		
52	029302206	WHITTIER AVE & 1ST ST	Well Site	Yes	Yes		
53	029304103	LAWTON AVE & WHITTIER BLVD	Well Site	Yes			
54	029426214	CREEKSIDE DR & CANYON VIEW LN	Vacant	Yes	Yes		
55	029829102	GARNET ST & MILL CREEK RD	Well Site	Yes	Yes		
56	029829206	GARNET ST & MILL CREEK RD	Well Site	Yes	Yes		
57	029831112	NAPLES AVE & ROSE ST	Well Site	Yes	Yes		
58	029841143	CRAFTON AVE & MENTONE BLVD	Well Site	Yes	Yes		
59	029932164	CAMPUS DR & SAND CANYON RD	Utility	Yes			
60	029942142	CITRUS AVE & JACINTO RANCHES LN	Greenbelt	Yes	Yes		
61	029943136	MONTECITO LN & WABASH AVE	Greenbelt	Yes	Yes		
62	121221102	JUDSON ST & PENNSYLVANIA AVE	Well Site	Yes	Yes		
63	121242104	LUGONIA AVE & JUDSON ST	Vehicle Access	Yes	Yes		

City Council Meeting **I. 11.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $92,524 related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 14, 2023, through April 16, 2023; authorize temporary street closures related to the event; authorize the sale and consumption of alcoholic beverages at the event; and determine that the sale and consumption of alcoholic beverages at the event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine the authorization for the sale and consumption of alcoholic beverages during the Redlands Bicycle Classic to be held April 14 through April 16, 2023, is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize and approve a request for in-kind support in the amount of $92,524 related to this event; and

3. I move to authorize the temporary street closures related to the event; and

4. I move to authorize the sale and consumption of alcoholic beverages during The Redlands Bicycle Classic event to be held on April 14, 2023, through April 16, 2023.

RECOMMENDATION:

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

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of the expenditure of City resources related to a specific special event without reimbursement from Redlands-based non-profit agencies and organizations.

The Redlands Bicycle Classic Inc. (Bicycle Classic) is requesting in-kind support related to Police, Fire, and Facilities and Community Services personnel and the rental of barricades for the Bicycle Classic event to be held from April 14-16, 2023. The Bicycle Classic is a registered 501(c)(4) non-profit organization operating out of Redlands and has held the race and expo event locally for the past 35 years. The current fee waiver request indicates 30,000 anticipated participants and spectators. The application suggests a positive outcome for the Bicycle Classic as providing local service clubs and organizations an opportunity to raise funds for charity, bringing revenue to local businesses, and notoriety to the City through the hosting of a top-tier event. The indicated economic benefit is the use of local hotels, restaurants, and stores by participants and spectators.

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

The sale and consumption of alcoholic beverages at the event is categorically exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15061 (b)(3). This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The request is consistent with this exemption as it includes permitting alcohol service within an

existing public park.

ALTERNATIVES:

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

STRATEGIC PLAN:

Supports Priority A - Quality of Life: Economic Vitality

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$92,524

Discussion:

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

Departmental Charges (Personnel & Equipment)	2023 Amount	Type	2022 Amount
Police Personnel[1]	$70,072	Hard Cost	$69,491
Fire Personnel	$19,690	Hard Cost	$19,690
Fire Equipment	$400	Soft Cost	$400
Facilities & Community Services Personnel[1]	$2,112	Hard Cost	$2,112
Facilities & Community Services Equipment	$250	Soft Cost	$250
Personnel & Equipment Subtotal	**$92,524**		**$91,943**
Fees Established by City Council Resolution			
	N/A		N/A
Fees Subtotal	**N/A**		**N/A**
Total Departmental Charges and Fees	**$91,874**(hard) **$650**(soft) **$92,524** (Total)		**$91,293** (hard) **$ 650.00**(soft) **$91,943** (Total)

[1]Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.

The following table summarizes the total estimated costs associated with in-kind support approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	DepositsRefunded	Waiver Amount	Net Amount
$215,126.00	$76,771.50	$5,200.00	$291,553.50	$287,197.50

Attachments

In-Kind Support Request
In-Kind Support Request attachment
Verification of Non-profit
Street Closure Request
Authorization to Serve Alcohol

City of Redlands *In-Kind Support Request*

Event Name: Redlands Bicycle Classic

Event Date(s): April 14-16, 2023 **Location(s):** Various locations (downtown, Sunset,etc)

Rain Out Date: None **Beginning Time:** 1700-April 14th **End Time:** 2100-April 16th

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

The all volunteer board of the Redlands Bicycle Classic Committee respectfully requests city fees be supported in-kind for the 2023 Redlands Bicycle Classic. Please refer to the attached letter for specific information.

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

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

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

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

- [x] Other — Use of city Showmobile stage from April 12-16.

Group/Organization Name: Redlands Bicycle Classic, Inc.

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

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

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

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

Primary Contact Name & Title: Marc Shaw, Executive Director

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

Phone Number: (909) 963-9099 **E-Mail Address:** mshaw@redlandsclassic.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this	This event provides local service clubs and organizations with an opportunity to raise funds for charity and brings revenue to local businesses and the city. The event also brings recognition to the city through its hosting of a world-renowned event.
Describe what economic benefit and impact this event will bring to the City:	With approximately 30,000 attendees, local businesses will see an increase in revenue. Spectators and participants will shop in local stores, dine in local restaurants and spend money throughout the city.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

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

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

Signature: Marc Shaw **Title:** Executive Director

Please Print Your Name: Marc Shaw **Date:** 11/7/2022

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

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

Dear Elected Officials and City Staff:

On behalf of the Redlands Bicycle Classic Committee, we are excited to approach the City of Redlands with our intent to conduct the Redlands Bicycle Classic from April 12-16, 2023. Certainly, the world looked different when we returned "post-pandemic" in 2022, but all-in-all, the Redlands Bicycle Classic remained a flagship community event for the city. We remain committed to hosting this nationally renowned cycling competition and community event in a safe and responsible manner, while bringing recognition and revenue to our city. In exchange, we are soliciting the in-kind support of the City's leadership through their waiver of the costs and fees associated with our event.

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

Value to the City of Redlands

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

Value to local businesses

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

Value to the community

In addition to providing the United States with a top-notch professional cycling event, the Redlands Bicycle Classic provides so much more. We offer the opportunity for people of all ages to experience the thrill of an exceptionally organized event. Whether you are three or eighty-three, you can race in the Classic. Our public races showcase future cycling talent and encourage positive activities and healthy living for our youth. In 2022, we partnered with the "Plain Wrap Ride" to bring another cycling event downtown and over 500 people attended. In 2023, the "Plain Wrap Ride" will occur on Saturday morning, and we are in the process of developing some new events that will draw people to the start and finish in the downtown area on Sunday morning.

Our partnership with PossAbilities, an outreach program at Loma Linda University Medical Center, will grow this year as we host one of only two internationally sanctioned hand-cycle events in the US. This national qualifying event will propel our race to the highest level of paracycling. We will also continue our "School Duel" public races, encouraging children to get out and ride. Through participation in the "Fit Lifestyle" quiz, any child completing the online "quiz" will have the ability to participate in the public races free of charge. Our school visit program allowed professional cycling teams to visit 30 schools and see 13,000 children in 2022.

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

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

In a community already rich with tradition and history, it is tough to find an event that adds value. However, the Classic has consistently met this challenge for the past 36 years, and Redlands can be proud to claim the Bicycle Classic. Racers and teams throughout the country simply refer to the event as "Redlands." As one of the premier stage races in North America, please make no mistake about it – your support of the Redlands Bicycle Classic over the past 36 years has been nothing short of extraordinary.

As we embark upon the 37th edition of this event, your support and investment are key in the continued success of the Redlands Bicycle Classic. We feel strongly that the Classic is a part of what makes Redlands special, and we are very proud to be a part of making this community a wonderful place to call home. In closing, on behalf of the over community 500 volunteers that make up our team, I thank you for your continued support and look forward making YOUR Redlands Bicycle Classic a success in 2023.

Sincerely,

Marc Shaw, Executive Director
Redlands Bicycle Classic, Inc.

REDLANDS BICYCLE CLASSIC INC

EIN: 33-0231753 | United States

Other Names

REDLANDS BICYCLE CLASSIC

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.
Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(4)

Exemption Reinstatement Date: 12-15-2011

Revocation Date: 11-15-2010

Revocation Posting Date: 07-13-2011

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter_33-0231753_REDLANDSBICYCLECLASSICINC_12302011_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_33-0231753_REDLANDSBICYCLECLASSICINC_12302011_01.tif]

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

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

- **Tax Year 2020 Form 990O**
- **Tax Year 2020 Form 990O**
- **Tax Year 2019 Form 990O**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990**
- **Tax Year 2016 Form 990O**

EVENT: Redlands Bicycle Classic

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

	*****MUST PROVIDE INSURANCE COVERAGE AS DESCRIBED. SEE REVERSE*****
1.	**MUST attach street closure diagram. (Failure to submit diagram will result in non-issuance of permit).**
2.	**MUST attach event flyer or event description. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	Signs and barricades shall be supplied and installed by the applicant as required by the Municipal Utilities & Engineering Department Director.
4.	No tables or other objects shall be placed on the street surface.
5.	Permission in writing shall be granted by all residents of the effected portion of the street.
6.	The hours of street closure shall be within the hours of 9 a.m. to 9 p.m. Street must be fully opened by 9 p.m.
7.	The street shall remain open for emergency vehicles and local traffic at all times.
8.	No alcohol shall be consumed on the street right-of-way.
9.	This permit relates only to the closing of the street. It 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 2023 Redlands Bicycle Classic

To close various streets per attached

Between various streets per attached On

April 14, 2023 from 5pm 8pm on April 16, 2023

Address of applicant P. O. Box 7880 Redlands, CA 92375

Signature of applicant Marc Sl Phone No. (909) 963-9099

Condition(s) All traffic and road closures to be coordinated with/by the Redlands Police Department

Event Name/Description Redlands Bicycle Classic / Professional bicycle race

FOR OFFICE USE ONLY

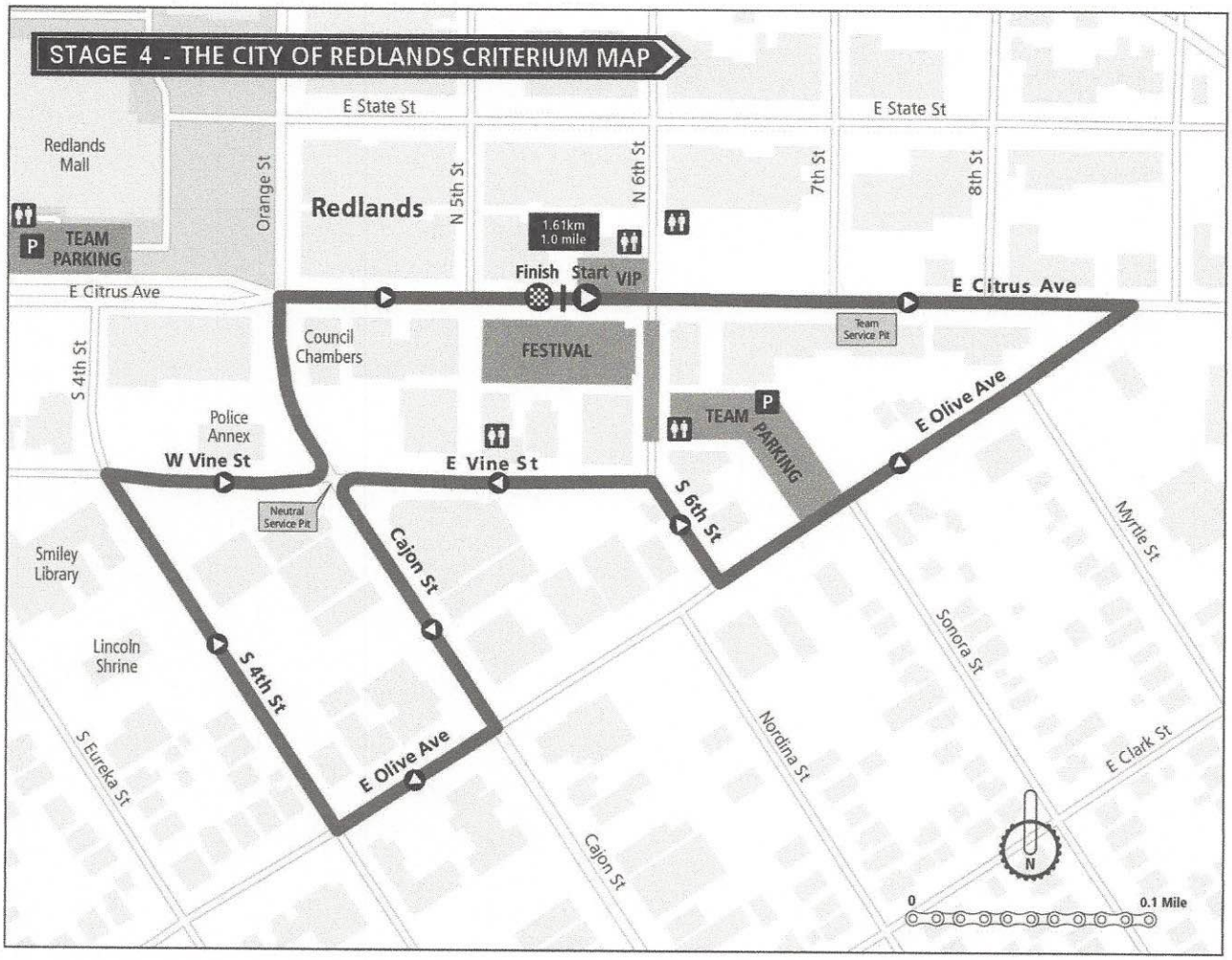
This permit must be signed by the Chief of Police in order to be valid.

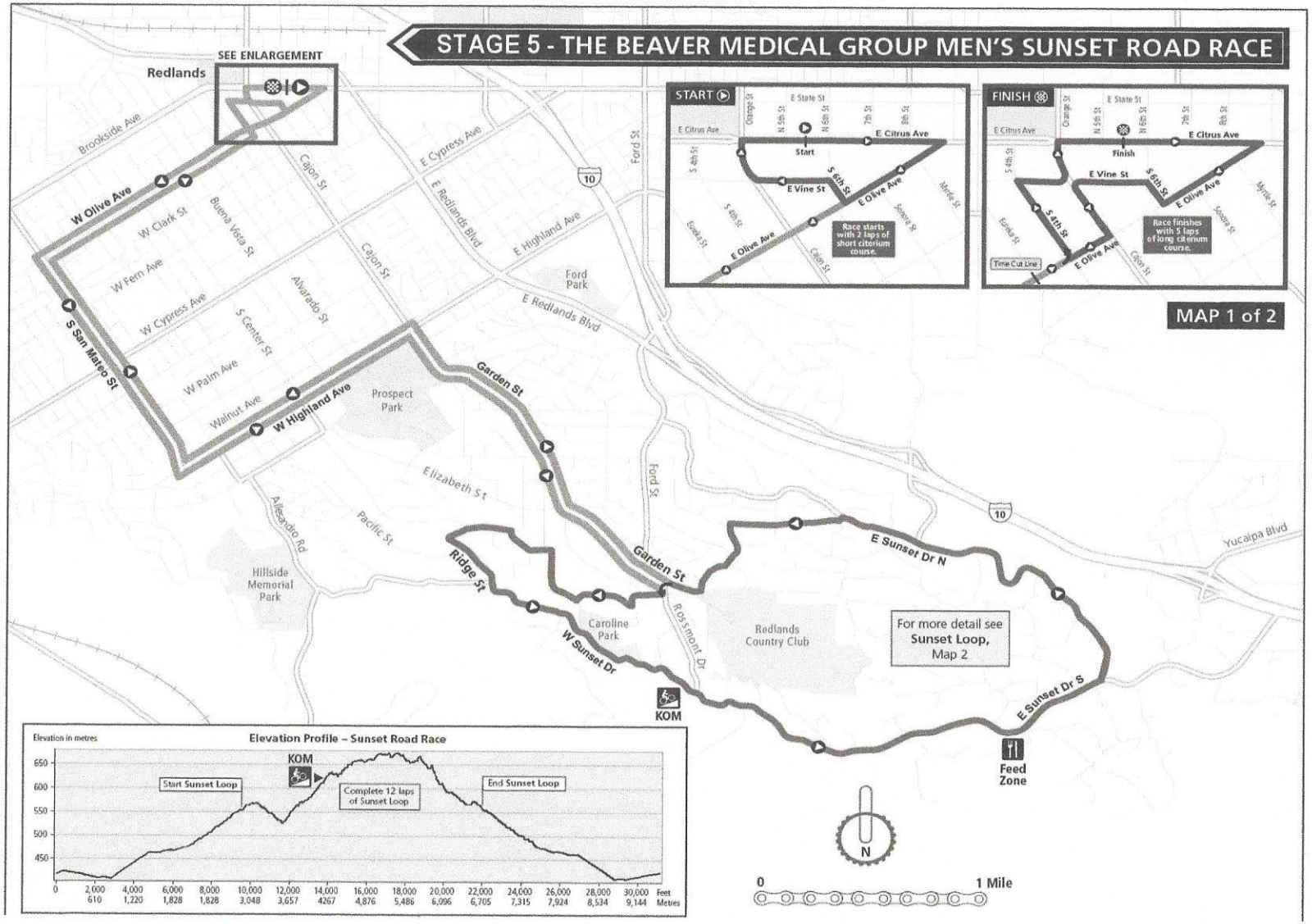
1. _____ _____
Risk Management Date

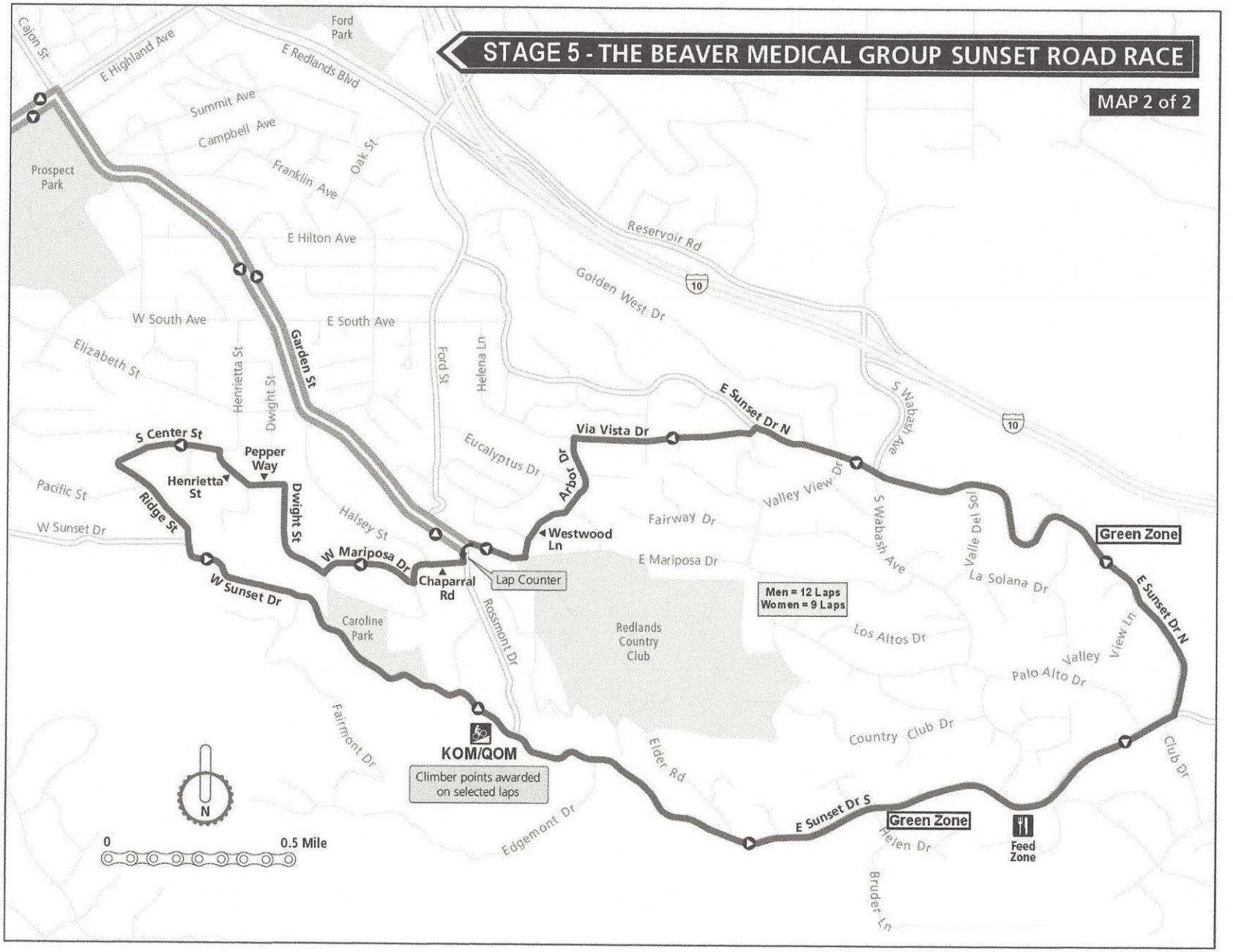
2. _____ _____
Facilities & Community Services Dept. Date

3. _____ _____
Chief of Police Date

4. _____ _____
Municipal Utilities & Engineering Dept. Date


STAGE 4 - THE CITY OF REDLANDS CRITERIUM MAP
E State St
E State St
Redlands Mall
Orange St
Redlands
N 5th St
N 6th St
7th St
8th St
TEAM PARKING
1.61km
1.0 mile
Finish
Start
VIP
E Citrus Ave
E Citrus Ave
Team Service Pit
Council Chambers
FESTIVAL
S 4th St
Police Annex
W Vine St
E Vine St
TEAM PARKING
E Olive Ave
S 6th St
Neutral Service Pit
Cajon St
Smiley Library
Myrtle St
Lincoln Shrine
S 4th St
Sonora St
S Eureka St
E Olive Ave
Nordina St
E Clark St
Cajon St
N
0
0.1 Mile


STAGE 5 - THE BEAVER MEDICAL GROUP MEN'S SUNSET ROAD RACE
SEE ENLARGEMENT
Redlands
START
FINISH
Start
Finish
Race starts with 2 laps of short criterium course.
Race finishes with 5 laps of long criterium course.
Time Cut Line
MAP 1 of 2
Brookside Ave
W Olive Ave
W Clark St
Buena Vista St
W Fern Ave
W Cypress Ave
Alvarado St
S Center St
W Palm Ave
Walnut Ave
S San Mateo St
W Highland Ave
Cajon St
E Cypress Ave
E Redlands Blvd
E Highland Ave
Ford St
Ford Park
Prospect Park
Garden St
Elizabeth St
Alleandro Rd
Pacific St
Hillside Memorial Park
Ridge St
W Sunset Dr
Caroline Park
Rossmont Dr
Redlands Country Club
E Sunset Dr N
E Sunset Dr S
Yucaipa Blvd
For more detail see Sunset Loop, Map 2
KOM
Feed Zone
N
0
1 Mile
Elevation Profile – Sunset Road Race
Elevation in metres
Start Sunset Loop
Complete 12 laps of Sunset Loop
End Sunset Loop
650
600
550
500
450
0
2,000 610
4,000 1,220
6,000 1,828
8,000 1,828
10,000 3,048
12,000 3,657
14,000 4267
16,000 4,876
18,000 5,486
20,000 6,096
22,000 6,705
24,000 7,315
26,000 7,924
28,000 8,534
30,000 9,144
Feet
Metres


STAGE 5 - THE BEAVER MEDICAL GROUP SUNSET ROAD RACE
MAP 2 of 2
Cajon St
E Highland Ave
Ford Park
E Redlands Blvd
Summit Ave
Campbell Ave
Franklin Ave
Oak St
Prospect Park
E Hilton Ave
Reservoir Rd
Golden West Dr
W South Ave
E South Ave
Elizabeth St
Henrietta St
Dwight St
Garden St
Ford St
Helena Ln
S Center St
Pepper Way
Henrietta St
Pacific St
Ridge St
W Sunset Dr
Dwight St
Halsey St
W Mariposa Dr
Chaparral Rd
Lap Counter
Eucalyptus Dr
Arbor Dr
Via Vista Dr
E Sunset Dr N
S Wabash Ave
Valley View Dr
Fairway Dr
Westwood Ln
E Mariposa Dr
Valle Del Sol
La Solana Dr
Green Zone
E Sunset Dr N
Men = 12 Laps
Women = 9 Laps
Los Altos Dr
Valley View Ln
Palo Alto Dr
Caroline Park
Rossmont Dr
Redlands Country Club
Country Club Dr
Club Dr
Fairmont Dr
KOM/QOM
Climber points awarded on selected laps
Elder Rd
E Sunset Dr S
Green Zone
Feed Zone
Helen Dr
Edgemont Dr
Bruder Ln
N
0
0.5 Mile

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Redlands Bicycle Classic - Expo

DATE OF EVENT: 15 April 2023 & 16 April 2023 HOURS: 15th: 8:30am - 7:00pm / 16th: 9am - 5pm

LOCATION: Redlands City Hall Parking Structure @ 6th and Citrus - Top Deck

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Sunrise Rotary Club

CONTACT PERSON: Jonathan Shidler PHONE: 909.496.7508

EMAIL: Jonathan.Shidler@JonathanShidler.com ADDRESS: 411 Cajon, Redlands, CA 92373

EVENT INFORMATION:

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

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $7.00/Pint

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

The members/participants of Redlands Sunrise Rotary Club hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Redlands Sunrise Rotary Club AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 08 March 2023 Signature: _____ Chairperson, Beer Comm, RSR.

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Redlands Bicycle Classic - Expo

DATE OF EVENT: 15 April 2023 & 16 April 2023 HOURS: 15th: 8:30am - 7:00pm / 16th: 9am - 5pm

LOCATION: Redlands City Hall Parking Structure @ 6th and Citrus - Top Deck

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Sunrise Rotary Club

CONTACT PERSON: Jonathan Shidler PHONE: 909.496.7508

EMAIL: Jonathan.Shidler@JonathanShidler.com ADDRESS: 411 Cajon, Redlands, CA 92373

EVENT INFORMATION:

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

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $7.00/Pint

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

The members/participants of Redlands Sunrise Rotary Club hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Redlands Sunrise Rotary Club AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 08 March 2023 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

City Council Meeting **I. 12.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Memoranda of Understanding between HumanGood and the City of Redlands to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments within the City of Redlands (Assistant City Manager Boatman)

MOTION(S):

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

I move to approve the two Memoranda of Understanding between HumanGood and the City of Redlands to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments within the City of Redlands.

RECOMMENDATION:

Staff recommends that the City Council approve the Memoranda of Understanding between HumanGood and the City of Redlands to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments within the City of Redlands.

DISCUSSION:

According to the annual San Bernardino 2022 Point in Time Count (PIT Count) report, Redlands has 184 homeless persons living on the streets within the City. Per the Department of Housing and Urban Development (HUD), a person is considered homeless only when they lack a fixed, regular, and adequate nighttime residence and reside in one of the following places: 1) places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings; 2) an emergency shelter; 3) transitional housing for homeless persons

and who originally came from the streets or emergency shelter; or 4) a HUD-defined Safe Haven.

In the City's continued efforts to perform outreach and provide services to the City's homeless, the two attached Memoranda of Understanding (MOU) with HumanGood provide housing opportunities for elderly individuals who are homeless. HumanGood's mission is to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments. HumanGood's goal is to collaborate with local government and community partners to identify those that fall into the criteria of "elderly" and "homeless" in the local communities. HumanGood has launched a program nationally to assist with the housing crisis for seniors on fixed incomes through "Homeward Bound", which assists in finding solutions to elder homelessness. "Homeward Bound" was borne out of HumanGood’s ongoing mission to meet the growing demands and needs for housing and supportive services among low-income older adults. The purpose of the attached MOU's is to explain the roles and responsibilities of HumanGood and the City of Redlands in the provision of referrals and services at Fern Lodge and Casa de la Vista. With the approval of the attached MOU's, the City of Redlands will identify local homeless clients that fit HumanGood's eligibility criteria and refer those individuals for housing opportunities at Casa de la Vista and Fern Lodge Senior apartments located within the City of Redlands.

ALTERNATIVES:

The City Council may elect not to approve the two Memoranda of Understanding and direct staff accordingly.

STRATEGIC PLAN:

Priority B: Public Health and Safety

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
David Rabindranath, Homeless Solutions Coordinator

Fiscal Impact

Fiscal Year: 2022-2024

Appropriation Required Y/N: N

Discussion:

There is no fiscal impact associated with the approval of these MOUs.

Attachments

Fern Lodge MOU

Casa De La Vista MOU

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is made and entered into as of March 21, 2023 (the "Effective Date") by and between HumanGood Affordable Housing ("HGAH") a California nonprofit public benefit corporation, and the City of Redlands("Service Provider") to provide preference for homeless elderly for certain units at Fern Lodge within the City of Redlands.

I. Background

HGAH provides affordable housing for older adults, including managing Redlands Senior Housing, Inc. dba Casa de la Vista (collectively, "Casa de la Vista" and "Owner").

Fern Lodge has a preference for people experiencing homelessness. The chosen definition ofhomeless (as specified on the attached Homeless Preference Form), includes:

One member of the household who is 62 years or older that:

- Is living in a place not meant for human habitation, in an emergency shelter, or are exiting an institution where they temporarily resided (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals). Further, people will be considered homeless if they are exiting an institution where they resided for up to 90 days and were in a shelter or a place not meant for human habitation immediately prior to entering that institution.
- Is losing their primary nighttime residence, which may include a motel or hotel or a doubled-up situation, including a car, park, abandoned building, bus or train station, airport, or camping ground, within 14 days and lack resources or support networks to remain in housing.
- Has children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, has had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment (subject to occupancy standards).
- Is fleeing or attempting to flee domestic violence, has no other residence, and lacks the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence, in accordance with the Violence Against Women's Act (VAWA) final rule [ref: HUD §§ 5380, 5381, 5382, 5383].

II. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to explain the roles and responsibilities of HGAH and the City of Redlands in the provision of referrals and/or services at Fern Lodge located at 460 E. Fern Avenue, Redlands, CA.

III. Roles and Responsibilities

The City of Redlands is responsible for the following:

- Conduct outreach and identify potential referral applicants within 14 days of notification from Owner of an available housing unit.
- Provide the Owner with a referral package for each referred household, including the housing application, identification documentation, income and asset documentation, verification of homelessness, and verification of disability if applicable.
- Provide services in Section IV to the referred residents at the resident's request.
- Provide resources for Owner/property manager of the Fern Lodge to address issues comprising housing stability.

HGAH is responsible for the following:

- Provide City of Redlands the name and contact information of applicable property management staff and ensure that such staff is aware of the provisions of this MOU and their responsibilities hereunder.
- Provide Service Provider with timely notification of a vacancy.
- Provide Service Provider with written copies of property rules and standard lease (including qualifyinglease violations and eviction procedures), to which each tenant must adhere.
- Promptly address and resolve any deficiencies in applications.
- Make an eligibility determination within 30 days.

  Contact the Service Provider immediately if referred resident is having any challenges or if a resident is in inviolation of lease or other documented property rules within privacy laws.

IV. Services to be Provided

City of Redlands will provide the available services if requested by referred tenants in Fern Lodge:

- Screening of potential client of homelessness and referrals to Fern Lodge
- Communication plans between all parties during tenancy issues
- Coordination between Service Providers and onsite resident service coordinators to further support housed families

The services will be provided for:

- Communication plans during tenancy issues
- Data/reporting duties to track family outcomes

V. Period of MOU and Amendments

This MOU shall commence on March 21, 2023, and terminate upon written notice provided in this Section. Either Party may terminate this MOU with or without cause upon thirty (30) days written notice to the other Party. Amendments to this written MOU may be made throughout the period of the MOU if in writing and signed by both Parties.

VI. Miscellaneous Provisions.

(a) **Own Costs.** This MOU does not require either party to compensate the other party. Each party will be solely responsible for all of its own costs and expenses to carry out performance of such party's obligations outlined in this MOU.

(b) **Relationship of the Parties.** It is understood that no relationship of employment, partnership, joint venture, or agency is created or intended to be created by this MOU and that each party is and shall at all times be an independent contractor with respect to the other party in meeting their respective responsibilities under this MOU. The governing body of each party shall have exclusive control of the policies, management, assets, and affairs of its respective institution. Nothing in this MOU is to be construed as either party assuming any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this MOU.

(c) **Confidentiality.** The parties shall protect the confidentiality of each other's records and information, and shall not disclose the confidential information without the prior written consent of the other party. This confidentiality requirement shall survive the termination or expiration of this MOU.

(d) **Compliance with Laws**. The parties shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments. Each party represents and warrants that it is aware of the requirements of the Healthcare Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will maintain records and practice in a manner consistent with HIPAA regulations. Each party represents and warrants to the other party that neither such party, nor any employee, agent, or contractor of such party who is expected to perform obligations under this MOU, has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)). Each party will notify the other within 3 working days should it become excluded/suspended from participating in any such program.

(e) **Governing Law**. This MOU shall be governed by the laws of the State of California.

(f) **Third-Party Beneficiaries**. There are no third-party beneficiaries to this MOU.

[Remainder of this page is intentionally blank.]

VII. Signatures

IN WITNESS WHEREOF, authorized representatives of the parties hereto have set forth their signatures to this MOU.

HUMANGOOD AFFORDABLE HOUSING Date: _____

Signature: _____

Print Name: _____

Title: _____

CITY OF REDLANDS

Signature: _____ Date: March 21, 2023

Printed Name: Eddie Tejeda

Title: Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU") is made and entered into as of March 21, 2023 (the "Effective Date") by and between HumanGood Affordable Housing ("HGAH") a California nonprofit public benefit corporation, and the City of Redlands ("Service Provider") to provide preference for homeless elderly for certain units at Casa de la Vista within the City of Redlands.

I. Background

HGAH provides affordable housing for older adults, including managing Redlands Senior Housing, Inc. dba Casa de la Vista (collectively, "Casa de la Vista" and "Owner").

Casa de la Vista has a preference for people experiencing homelessness. The chosen definition of homeless (as specified on the attached Homeless Preference Form), includes:

One member of the household who is 62 years or older that:

- Is living in a place not meant for human habitation, in an emergency shelter, or are exiting an institution where they temporarily resided (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals). Further, people will be considered homeless if they are exiting an institution where they resided for up to 90 days and were in a shelter or a place not meant for human habitation immediately prior to entering that institution.
- Is losing their primary nighttime residence, which may include a motel or hotel or a doubled-up situation, including a car, park, abandoned building, bus or train station, airport, or camping ground, within 14 days and lack resources or support networks to remain in housing.
- Has children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, has had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment (subject to occupancy standards).
- Is fleeing or attempting to flee domestic violence, has no other residence, and lacks the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence, in accordance with the Violence Against Women's Act (VAWA) final rule [ref: HUD §§ 5380, 5381, 5382, 5383].

II. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to explain the roles and responsibilities of HGAH and the City of Redlands in the provision of referrals and/or services at Casa de la Vista located at 686 E. Redlands Blvd, Redlands, CA.

III. Roles and Responsibilities

The City of Redlands is responsible for the following:

- Conduct outreach and identify potential referral applicants within 14 days of notification from Owner of an available housing unit.
- Provide the Owner with a referral package for each referred household, including the housing application, identification documentation, income, and asset documentation, verification of homelessness, and verification of disability, if applicable.
- Provide services in Section IV to the referred residents at resident's request.
- Provide resources for Owner/property manager of Casa de la Vista to address issues comprising housing stability.

HGAH is responsible for the following:

- Provide City of Redlands the name and contact information of applicable property management staff and ensure that such staff are aware of the provisions of this MOU and their responsibilities hereunder.
- Provide Service Provider with timely notification of a vacancy.
- Provide Service Provider with written copies of property rules and standard lease (including qualifyinglease violations and eviction procedures), to which each tenant must adhere.
- Promptly address and resolve any deficiencies in applications.
- Make an eligibility determination within 30 days.
- Contact the Service Provider immediately if referred resident is having any challenges or if a resident is in violation of lease or other documented property rules within privacy laws.

IV. Services to be Provided

City of Redlands will provide the available services if requested by referred tenants in Casa de la Vista:

- Screening of potential client of homelessness and referrals to Casa de la Vista.
- Communication plans between all parties during tenancy issues.
- Coordination between Service Providers and onsite resident service coordinators to further support housed families.

The services will be provided for:

- Communication plans during tenancy issues.
- Data/reporting duties to track family outcomes.

V. Period of MOU and Amendments

This MOU shall commence on March 21, 2023, and terminate upon written notice as provided in this Section. Either Party may terminate this MOU with or without cause upon thirty (30) days written

notice to the other Party. Amendments to this written MOU may be made throughout the period of the MOU if in writing and signed by both Parties.

VI. Miscellaneous Provisions.

(a) **Own Costs.** This MOU does not require either party to compensate the other party. Each party will be solely responsible for all of its own costs and expenses to carry out performance of such party's obligations outlined in this MOU.

(b) **Relationship of the Parties.** It is understood that no relationship of employment, partnership, joint venture or agency is created or intended to be created by this MOU and that each party is and shall at all times be an independent contractor with respect to the other party in meeting their respective responsibilities under this MOU. The governing body of each party shall have exclusive control of the policies, management, assets, and affairs of its respective institution. Nothing in this MOU is to be construed as either party assuming any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this MOU.

(c) **Confidentiality.** The parties shall protect the confidentiality of each other's records and information, and shall not disclose the confidential information without the prior written consent of the other party. This confidentiality requirement shall survive the termination or expiration of this MOU.

(d) **Compliance with Laws**. The parties shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments. Each party represents and warrants that it is aware of the requirements of the Healthcare Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will maintain records and practice in a manner consistent with HIPAA regulations. Each party represents and warrants to the other party that neither such party, nor any employee, agent, or contractor of such party who is expected to perform obligations under this MOU, has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)). Each party will notify the other within 3 working days should it become excluded/suspended from participating in any such program.

(e) **Governing Law**. This MOU shall be governed by the laws of the State of California.

(f) **Third-Party Beneficiaries**. There are no third-party beneficiaries to this MOU.

[Remainder of this page is intentionally blank.]

VII. Signatures.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have set forth their signatures to this MOU.

HUMANGOOD AFFORDABLE HOUSING Date:_____
Signature:Print

Name: _____

Title: _____

CITY OF REDLANDS

Signature: _____ Date: March 21, 2023

Printed Name: Eddie Tejeda

Title: Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **J. 1.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Library Board of Trustees by William Hatfield (Library Director McCue)

DISCUSSION:

For this evening's City Council meeting, William Hatfield will be presenting the Library Board of Trustees annual report.

SUBMITTED BY:
Don McCue, Library Director

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

City Council Meeting **J. 2.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2021-22 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to receive and file the annual report from the Measure T Citizens' Oversight Committee for FY 2021-22.

RECOMMENDATION:

Staff recommends that Council receive and file the annual report from the Measure T Citizens' Oversight Committee for FY 2021-22.

DISCUSSION:

For this evening's City Council meeting, Chairwoman Toni Momberger will be presenting the annual report of the Measure T Citizens' Oversight Committee for FY 2021-22.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

Fiscal Impact

Discussion:
There is no fiscal impact associated with the recommended motion.

Attachments

Measure T Citizens' Oversight Committee FY 2021-22 Annual Report

Measure T Citizens' Oversight Committee
FY 2021-22 Annual Report

March 21, 2023

Summary & Background

The Measure T Citizens' Oversight Committee provides oversight of Measure T sales tax revenue. This Annual Measure T Report covers the fiscal year beginning July 1, 2021 through June 30, 2022.

Measure T is a one-cent sales tax, approved by the voters of the City of Redlands, that became effective April 1, 2021. The stated purpose of the tax was to provide funding for safety services, fire protection, paramedics, 911 emergency response, addressing homelessness, police patrols and crime prevention, maintaining library services, parks, sidewalks, and roads, keeping public areas well-maintained and other general services. The measure included a provision for the formation of a Citizens' Oversight Committee, further described in Chapter 2.72 in the Redlands Municipal Code.

The Oversight Committee was established to serve as an advisory body to the City Council and to periodically review the revenues and expenditures of Measure T monies. The seven-member committee is comprised of five (5) citizen members from each Council district and two (2) members representing the City's employee bargaining units. The committee shall advise the Council regarding the use of Measure T revenue, according to the priorities set forth in each fiscal year adopted budget. This includes an annual written report to the Council that summarizes the committee's proceedings and activities during the most recent review period.

For fiscal year (FY) 2021-22, City Council made the decision to prioritize the following expenditures in the Adopted Budget.

- Continue funding additional public safety staffing, as well as staffing for other critical services
- Restoring vehicle leases and equipment purchases for Fire & Police
- Restoring contract services for the maintenance of parks, streets, and City facilities
- Addition of Capital Projects -
    - Animal Shelter Improvements
    - Park Infrastructure Upgrades & Improvements

    - Streetlighting Infrastructure Improvements
    - Street Infrastructure Repairs
- Partial funding for the purchase of State Street City Hall
- Building reserves for public safety and homelessness, ADA & sidewalk repairs, and future city/public safety facilities

During FY 2021-22, the City received a total of $20.7 million in Measure T sales tax. This was roughly $1 million higher than the updated 12-month budget estimates for FY 2021-22. (12-month estimates are produced for the current year during the budget planning stages for the upcoming year.) After experiencing the effects of the COVID-19 pandemic, sales have bounced back significantly in FY 2021-22. Consumer spending remained strong, despite high inflation pushing prices up. Stronger than anticipated fiscal year-end Measure T sales tax revenues are a result of this higher consumer spending and demonstrate the vibrancy and resilience of the City's local economy.

Committee Proceedings

Between May 2022 and March 2023, the Committee met a total of three (3) times. In May 2022, the Committee met to receive a budget presentation from staff. The proposed budgets for Measure T expenditures for fiscal years 2023 and 2024 were explained and discussed with detailed descriptions of the itemized spending categories. The proposed budget included new staffing for police, fire, Library and Facilities & Community Services departments. It also included service enhancements, specialized law enforcement equipment, alley & sidewalk projects, as well as tree trimming of 25% of the City's urban forest. The committee discussed the proposed budget in detail, with a particular focus on staffing for public safety.

In February 2023, the Committee met to review the draft Measure T audited financials and draft annual report. Over the course of the next meeting, the Committee discussed options to express its opinion on the expenditure of Measure T funds, including the presentation of the annual report to the City Council as well as other avenues to communicate to the broader public & community.

During its meeting of March 1, 2023, the Committee reviewed and approved the report (contained herein) pending some revisions and clarifications. It was decided that the next meeting of the Committee would be closer to the presentation of the City Manager's mid-biennium budget review, potentially in June 2023.

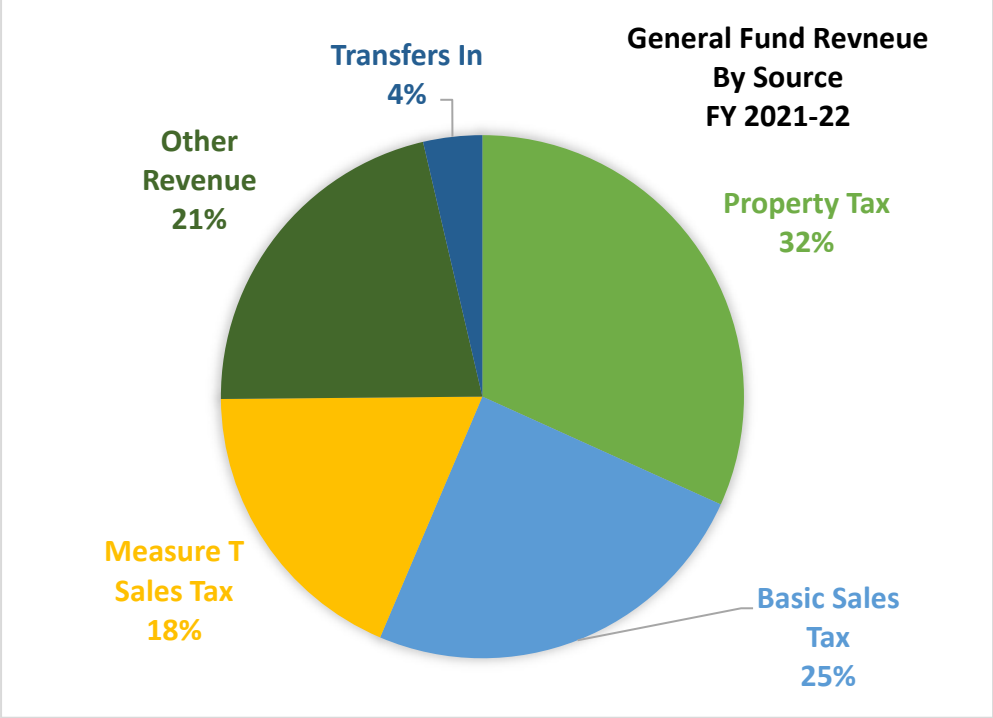
Financial Summary Information

The total General Fund Revenue for fiscal year (FY) 2021-22 was approximately $111.9 million. Measure T sales tax revenue represents 18% of these funds, or $20.7 million. These revenues were collected between July 1, 2021 and June 30, 2022. See Figure 1.

Actual Measure T revenues exceeded budget primarily due to the conservative approach in budgeting major tax revenues to compensate for the impacts of the COVID-19 pandemic and general economic recovery. The passage of Measure T continues to stabilize the City budget and allowed the City to deliver on the expectations and desires of our community. This includes efforts towards enhanced services in public safety and

infrastructure maintenance, as well as bringing back Library hours to pre-COVID levels and restoring general maintenance contracts for park and street upkeep. Measure T is allowing the City to make significant investments in park improvements, fleet and heavy equipment replacement, and the addition of staff to enhance service delivery.

Figure 1.



Below are a few key statistics related to the collection of Measure T:

- Online sales continued to boost Measure T revenue and overall sales tax.
- Taken together, both Basic Sales tax and Measure T sales tax comprise 43% of General Fund revenue, overtaking Property Tax as the largest contributor to General Fund revenue for the first time ever.
- Measure T brought in roughly $16 million more this year, representing a full 12-month period of revenue. In FY 2021, Measure T was only collected during the last quarter (last 3 months) of the fiscal year.

Figure 2 on the following page describes the adopted budget items, the amount budgeted, and spending before June 30, 2022. Since actual Measure T revenues exceeded budget, certain projects were incorporated into the Measure T spending plan as long as they were appropriate in nature given the Measure T ballot language. The Committee notes that because Measure T revenue is a general sales tax comingled with other General Fund revenue and pooled for General Fund expenditures, it is not possible to trace all specific expenditures back to Measure T revenue.

Figure 2.

Spending from the Approved Budget FY 2021-22	Adopted Budget FY 2021-22	Actual FY 2021-22	Difference
Public Safety			
Restore 5 police officers, various other positions	$ 1,217,408	$ 1,217,408	-
IT infrastructure and services for PD	288,000	496,000	208,000
Restoration of Fire personnel, including Community Risk Reduction	218,481	218,481	-
Enhanced custody transport services	100,000	150,000	50,000
Body-worn camera purchase	242,359	478,065	235,706
Additional police and fire personnel	379,935	379,935	-
Purchase of 3 fire trucks/engines	3,000,000	3,614,377	614,377
Addition to Public Safety / Homelessness Reserve	2,530,000	2,530,000	-
Police vehicles	368,983	368,983	-
Police facility security improvements	150,000	101,376	(48,624)
	subtotal	9,554,625	
Public Infrastructure			
Tree trimming for 25% of City trees	1,000,000	1,221,800	221,800
FCS rolling stock / equipment	700,000	317,003	(382,997)
Restored and enhanced contractual service for general maintenance	750,000	672,809	(77,191)
LED Streetlight Replacement Project	1,315,686	1,315,686	-
State Street City Hall purchase (general govt, fire admin, downtown police services, etc.)	2,800,000	3,000,000	200,000
ADA Ramp & Curb construction	500,000	377,250	(122,750)
Addition to Reserve for ADA & Sidwalk repairs and maintenance	1,000,000	1,000,000	-
Addition to Reserve for Future Public Facilities	850,000	1,000,000	150,000
	subtotal	8,904,548	
Quality of Life			
Library staffing restored	154,407	154,407	-
Animal Shelter Facility Improvements	200,000	48,577	(151,423)
Park Infrastructure Improvements	363,929	363,929	-
Redlands Bowl Improvements	700,000	1,200,000	500,000
Addition of personnel citywide (maintenance, recreation, etc.)	439,706	439,706	-
	subtotal	2,206,619	
FY 2021-2022 EXPENDITURES TOTAL	**19,268,894**	**20,665,792**	**1,396,898**

During FY 2022, many noteworthy projects and critical staffing needs received funding from Measure T. To start, public safety needs received a total of approximately $9.6 million in Measure T funds. The Police Department received funding for restoring 5 police officer positions and various other administrative and technical staff. In addition to this, IT enhancements exceeded the original budget figures due to the need to expand the scope of the project to include comprehensive design and support services for a new backup and disaster recovery technology. The Police Department also received funding for body-worn cameras, the addition to the Public Safety/Homelessness reserve, and the addition of gates and fencing around their facilities.

The Fire Department received funding for the purchase of two (2) Type 1 engines and 1 tractor-drawn aerial engine (Ladder Truck). The City received the Type 1 engines in the summer of 2022 and anticipates taking delivery of the tractor-drawn aerial engine by April 30, 2023. In addition to funding to purchase the fire engines, funding to hire a deputy fire marshal and a fire prevention inspector was also authorized.



Two brand new Redlands Fire Type 1 Engines



Brand new Redlands Fire Ladder Truck

In terms of public infrastructure, there are several areas in which Measure T has been invested: tree trimming, street & signal light repair, ball field maintenance and construction of new ball fields, general park repairs, restriping of streets and crosswalks, and ADA ramp and sidewalk replacement.

- 9,419 trees were trimmed, including park and street trees. This is seven times more than the previous annual average trimming level. Also, 320 dead trees were removed (double the previous average).
- Regular maintenance to over 800 acres of parks and trails was restored, including maintenance to 18 city parks, the downtown area, and landscaping at City Hall.
- Removed & replaced 506 linear feet of curb and gutter at 48 different locations

- Installed and replaced approximately 60 ADA ramps throughout the City
- Contract underway to replace roughly 4,800 City-owned streetlights and 70 traffic signals with energy-efficient LED lights
- Removed and replaced approximately 25,000 linear feet of damaged/raised sidewalk



Tree Trimming Efforts – before & after (Cypress Ave.)



Sidewalk Replacement Project

Lastly, Measure T enabled investment into enhancing and restoring certain 'quality of life' service levels for the community. Some examples of this include:

- Restoration of A. K. Smiley Library staffing, increasing the public service hours to pre-pandemic levels of 56 hours/week.
- The Library was also able to resume instructional and entertainment programming (adult literacy, computer classes, musical and cultural events like Family Day and Dia de los Muertos) in both the assembly room and the Contemporary Club.
- Library funding also includes the addition of two part-time Museum attendants for the opening and operation of the Museum of Redlands
- Completed fencing and concrete replacement at the Animal Shelter, as well as the addition of hiring of 2 kennel attendants (representing 'restoration' of pre-pandemic positions).
- Additional park improvements include the restoration of Ford Park ponds, construction of the Israel Beal baseball field; the rehabilitation of the Redlands Bowl roof, lighting, and seating; and the creation of 8 new pickleball courts.




Israel Beal Baseball Field construction – before & after





Tennis Court to Pickleball Court conversion – before & after

Conclusions

The Measure T Citizens' Oversight Committee has reviewed the revenues and expenditures of the Measure T sales tax and found that they were collected and appropriately spent in accordance with the City's budget plan and the original intent of Measure T, and that the City's FY 2021-22 General Fund Adopted Budget both promoted and maintained the City's core services, including public safety.

Measure T continues to be critical for funding essential city services and infrastructure projects. Additionally, the City is actively working to promote economic development within Redlands to expand and diversify the tax base to provide more long-term revenue stability. The combination of dedicated local revenue from Measure T and a growing local economy provides the local revenue to deliver the services and infrastructure that the residents of Redlands desire.

The Citizens' Oversight Committee understands the passage of Measure T represents a trusted investment by Redlands residents. We believe Measure T funds are being used as intended for the betterment of the community. During the review period, City staff have worked to provide transparent and accurate information to the Committee.

The Citizens' Oversight Committee looks forward to the continued improvements to public safety and infrastructure in the coming years made possible through Measure T.

Sincerely,

Toni Momberger, Chair, District 4
Ruth Cook, Secretary, District 1
Edward Ico, District 2
Shelli Stockton, District 5
Mike Foster, Non-Public Safety Bargaining Unit
Joe Valdivia, Public Safety Bargaining Unit

MEASURE T CITIZENS' OVERSIGHT COMMITTEE

City Council Meeting **J. 3.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: National Mayors Challenge for Water Conservation (Municipal Utilities and Engineering Director Harris)

DISCUSSION:

The National Mayors Challenge for Water Conservation is a campaign to engage residents in water-saving activities. Participants make various water conservation pledges (i.e., taking shorter showers, reducing lawn irrigation, etc.) and the cumulative annual water savings is estimated. Cities “compete” within population categories nationwide and participants are eligible for prizes. Tonight, Municipal Utilities and Engineering Director Harris will present more information on how to participate as a city.

SUBMITTED BY:

Jasmine Clark, Water Conservation Specialist

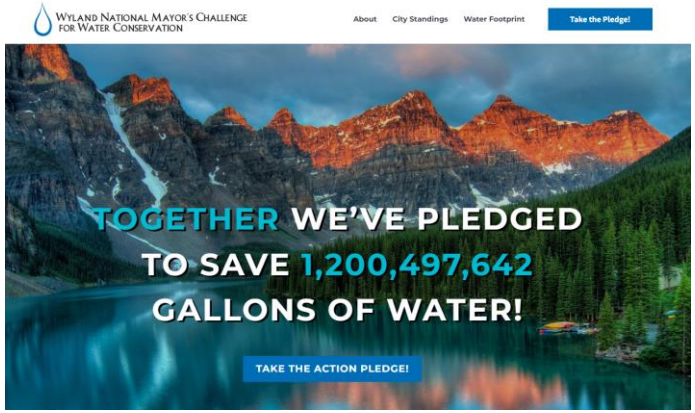
Attachments

Mayor's Challenge Council Presentation

Wyland National Mayor's Challenge for Water Conservation



What is the Wyland National Mayor's Challenge?



- A friendly competition between cities across the US to see who can be the most "water-wise."
- Mayors nationwide will challenge their residents to conserve water, energy and other natural resources on behalf of their city through a series of informative, easy-to-use pledges online.

Why get involved as a City or as the Mayor?



- With no costs to cities or tax-payers, the Mayor's Challenge offers a compelling, positive way to motivate residents to conserve water and energy resources.
- Creates a legacy for you and your city by reaffirming your commitment to protecting natural resources and reducing your city's "water footprint."

What are the benefits of participating?



- Recognizes and rewards residents who are committed to making a difference in your community
- Residents who pledge earn a chance to win water-saving prizes, including up to $3,000 in paid utilities
- Win a Toyota Hybrid SUV for a local charity

How can Redlands join in on the celebration?



- Go to https://wylandfoundation.org/programs/national-mayors-challenge-for-water-conservation/
- Complete the challenge form
- Wyland will send promotion materials, water saving activities for residents, and ideas for making our city water challenge a success

Thank You!



City Council Meeting **K. 1.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and 0300-451-25-0000 for $1,400,000, authorization for the Mayor to execute the contract documents, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council determine approval of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000 is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act; and

I move approval of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000 and authorization for the Mayor to execute the contract documents.

RECOMMENDATION:

Staff recommends the City Council determine approval of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000 is exempt from environmental review pursuant to Section 15061(b)(3) of the California

Environmental Quality Act. Additionally, staff recommends City Council approve the Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000 and authorization for the Mayor to execute the contract documents.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) operates and maintains eighteen (18) water storage reservoirs, sixteen (16) of which are connected to the potable water distribution system, to serve residential and commercial customers within Redlands, Mentone, Loma Linda, and San Bernardino. Typical potable water demand during the peak water use months of July through September is approximately thirty-five million gallons per day, and the entire water storage and distribution system capacity (including pipelines) is approximately fifty-five million gallons. Storage reservoirs are located at seven (7) different elevations ranging from 1,350' to 2,600' to meet minimum pressure and flow rates for a variety of water uses. Thirteen (13) of the potable water storage reservoirs are constructed of steel. Generally, these steel reservoirs do not meet minimum seismic design standards and will need to be seismically retrofit in the future, which is not typically a cost-effective alternative when compared to replacing the reservoir entirely.

The three million gallon Sunset Reservoir was constructed of steel in 1967 and does not meet modern-day seismic resistivity standards. Other than being repainted in 1980, no significant maintenance has been accomplished since construction. The reservoir is rather tall (64'), which potentially subjects it to catastrophic failure due to water sloshing within the reservoir during a significant seismic event. This reservoir is located in the 2,340' pressure zone and is a critical potable water infrastructure asset. Richard Brady & Associates, Inc. recently completed a Condition, Seismic, and Structural Assessment of all City water reservoirs and cautioned MUED staff of the likelihood for the Sunset Reservoir to collapse during a significant seismic event. Soon after, staff met with the owners of an adjacent, unimproved property to negotiate a lease agreement for the construction and operation of a temporary water storage reservoir to allow the demolition and replacement of the existing Sunset Reservoir. City Council approved this Lease Agreement recently and MUED is currently leasing a portion of the property for $1,500/month. During the initial meeting, the property owners expressed an interest in selling the property to the City. Soon after, they issued an unsolicited Letter of Intent with proposed purchase agreement terms. The property owners also provided a recently completed Appraisal Report (attached).

The property is comprised of four (4) parcels totaling approximately twenty-two (22) acres, and is owned by the Macknet family. The Macknet family appraisal, completed by Colliers International Valuation & Advisory Services, values the

property at $1.8M. The four (4) lots were recently marketed for bulk sale for a price of $1,994,500. All parcels are currently zoned for residential use. A Tentative Tract Map (20011) was developed in 2015, but was not advanced.

The Macknet family proposal offers a rare opportunity for the City to mitigate the impact of future drought conditions by expanding water storage capacity at the City's second highest pressure zone (2,340'). For example, two (2) fifteen million gallon storage reservoirs could be constructed on the property directly east of the existing Sunset Reservoir (concept attached). These concrete reservoirs could serve a larger percentage of the Redlands customer base, and would be engineered to withstand future significant seismic events. Construction of the first concrete reservoir and associated piping and pumping improvements would allow the elimination of seven (7) additional reservoirs, four (4) of which are constructed of steel.

On January 18, 2022, City Council directed MUED staff to negotiate a fair and reasonable purchase price for the acquisition of the four (4) Macknet parcels, which are identified as APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000. Staff contracted with Towers & Associates Real Estate Appraisal and Consultation (Towers) to assess the value of these parcels. Towers determined the combined value of these parcels is $882,000 based on comparable undeveloped parcels in the area. MUED staff met with the Macknets several times and negotiated a purchase price of $1,400,000 for all four (4) parcels totaling 22.05 acres in area. Although this price exceeds the Towers valuation, purchasing these parcels would significantly reduce the Sunset Reservoir replacement cost.

MUED staff recently received bids, the lowest of which is approximately $2.5M, from qualified contractors to supply and construct a 750,000-gallon steel temporary reservoir to be installed on the property currently leased from the Macknets. This temporary reservoir would be necessary to store potable water for the Sunset Reservoir to be demolished and reconstructed in it's existing location. Purchasing these parcels will allow a new reservoir to be constructed east of the Sunset Reservoir prior to demolishing the existing reservoir, avoiding the need to install a temporary reservoir and reducing construction costs by approximately $2.5M. Purchasing these parcels will also allow for termination of the Lease Agreement resulting in an annual savings of $18,000.

Approval of the Purchase and Sale Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act because it can be determined with certainty that there is no possibility that approval will result in a direct or reasonably foreseeable indirect significant impact on the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

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

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

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

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

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501910
Discussion:	

There is no fiscal impact associated with this action. The FY 22/23 MUED Water Projects Budget (501910) includes $2,500,000 for the Temporary Sunset Reservoir Project that will not be expended. This approval results in a savings of $1,100,000.

Attachments

Macknets Property Appraisal
Redlands Property Appraisal
APN Map
Sunset Reservoir Expansion Concept
Purchase and Sale agreement

FOUR LOTS, HELEN COURT

Redlands, San Bernardino County, California

APPRAISAL REPORT

Date of Report: November 15, 2021
Colliers File #: FCH210690



PREPARED FOR
Mr. Mark Macknet
On behalf of the Macknet Family

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

7485 N. Palm Avenue, Suite 110
Fresno, CA 93711 USA
MAIN 559 221 1271
FAX 559 222 8744
WEB www.colliers.com

November 15, 2021

Mr. Mark Macknet
On behalf of the Macknet Family

Re: Four Lots, Helen Court
Redlands, San Bernardino County, California
Colliers File #: FCH210690

Mr. Macknet:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report is intended to satisfy the scope of work and requirements agreed upon by Mark Macknet and Colliers International Valuation & Advisory Services (CIVAS).

At the request of the client, this appraisal is presented in an appraisal format as defined by *USPAP* Standards Rule 2-2(a). This format provides a description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the aggregate retail market value of the fee simple interest in the subject property. The following conveys the final opinion of market value of the subject property that is developed within this appraisal report:

SUBJECT	EFFECTIVE DATE	VALUE
Helen Court Vacant Land	November 11, 2021	$1,800,000

The subject is known as “Four Lots, Helen Court” is four residential lots located on Helen Court in Redlands, San Bernardino County, California 92373. They are further identified as assessor’s parcel numbers: 0300-451-24-0000, 0300-451-13-0000, 0300-451-14-000, and 0300-451-25-000.

The lots range in size from 2.50 to 8.57 acres. They are located in the City of Redlands and zoned SP-59, for residential uses. Access is by Helen Court, which is a paved city-maintained road. Utilities are available in the immediate area. The lots enjoy expansive valley views, and the highest and best use is for residential estate development.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing, although there is a wide range of viewpoints with very little consensus on the potential impact. The range of views from market participants suggests the risk premium is widening and we should analyze implications to both near-term and longer-term valuation assumptions. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with

Colliers International Valuation & Advisory Services, and certain of its subsidiaries, is an independently owned and operated business and a member firm of Colliers International Property Consultants, an affiliation of independent companies with over 500+ offices throughout more than 63 countries worldwide.

market participants in preparation of this assignment to understand and best address how the subject property may be impacted. There does not appear to be an impact on residential real estate in Southern California which has experienced sustained appreciation due to strong demand and limited supply.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal has been prepared in compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP).

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis."

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at the opinion of value are fully discussed below. The client is advised to consider these issues carefully given the intended use of this appraisal, as this use might have affected the assignment results.

Extraordinary Assumptions
No Extraordinary Assumption were made for this assignment.

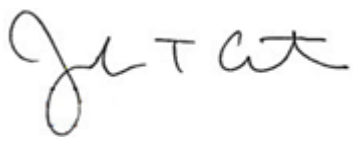
Hypothetical Conditions
No Hypothetical Conditions are used for this assignment.

The opinion of value reflects conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on value.

The signature below indicates assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, please contact the individuals listed below.

Sincerely,

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



Jake Cutler

Valuation Associate
California Certified General Appraiser: 3006652
Arizona Certified General Appraiser: 1004668
Hawaii Certified General Appraiser: 1317
(559) 676-6975
jake.cutler@colliers.com

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Executive Summary 1
Authorization 2
Purpose 2
Client Identification 2
Intended Use 2
Intended Users 2
Previous Appraisal 2
Assignment Dates 2
Scope of Work 2
Definition of Value 3
General Area Description, Limiting Conditions 3
Market Area Summary 5
Micro- Market 6
Site & Improvement Description 9
Identification 9
Location & Access 9
Title History 10
Occupancy 10
Easements and Encumbrances 11
Assessments and Taxes 11
Zoning 11
Flood Zone 14
Fault-Rupture Hazard Zone 14
Utilities 14
Property Description and Land Use 15
Toxic and Hazardous Waste 17
S.W.O.T. Analysis 17
Highest and Best Use 19
As Vacant 19
Valuation 20
Sales Comparison Approach 22
Land Valuation 22
Sales Comparison Approach Conclusion 27
Reconciliation of Value 28
Presentation of Value Conclusions 28
Exposure Time & Marketing Period 28
Appraiser's Certification 30
Assumptions & Limiting Conditions 31
Addenda 34
Qualifications 34
Glossary 35
CIVAS Overview 44

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Description/Use:	The property is four vacant residential lots.
Identification:	Assessor's Parcel Numbers: 0300-451-24-0000, 0300-451-13-0000, 0300-451-14-000 and 0300-451-25-000.
Size:	See Identification Section.
Address/Location:	No address, Redlands, San Bernardino County, California 92373.
Coordinates:	Latitude: 34.014892°; Longitude: -117.137124°.
Access:	Paved fee simple access from Helen Court.
Topography:	Variable, with portions steep. Each parcel has some flat areas which would be natural building sites.
Shape:	Irregular.
Ownership:	Kenneth D. Macknet, II, a married man as his sole and separate property, Mark R. Macknet, a married man as his sole and separate property, and Cathy A. Macknet, a married woman as her sole and separate property, all as joint tenants
Tenure:	Fee Simple Estate.
Utilities:	Typical municipal utilities are in the vicinity of the subject.
Buildings:	None**.**
Flood Zone:	Zone X (no hazard).
Highest & Best Use:	Estate residential development.
Conclusion:	**Aggregate value of $1,800,000.**

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

AUTHORIZATION

Colliers International Valuation & Advisory Services was authorized by Mr. Mark Macknet to perform this assignment.

PURPOSE

The purpose of this appraisal is to formulate and present an opinion of the current aggregate retail value of the four lots which comprise the real property known as the Four Lots, Helen Court.

CLIENT IDENTIFICATION

This appraisal report is completed for the sole use and benefit of the client and intended user, Mark Macknet.

INTENDED USE

The intended use of this appraisal is for internal decision making. This report is not intended for any other use.

INTENDED USERS

In addition to the client, intended users include the entire Macknet Family. No other parties other than those named are intended to use this report.

PREVIOUS APPRAISAL

The appraiser has not performed services on the property as an appraiser within three years. No services have been performed in any other capacity.

ASSIGNMENT DATES

Date of Report:	November 15, 2021
Date of Observation:	November 11, 2021
Valuation Date “As Is”:	November 11, 2021, a current date

SCOPE OF WORK

The scope of the appraisal required collecting primary and secondary data relative to the subject property. Physical information was collected and obtained from appropriate governmental agencies/ sources and a physical site observation. The physical observation included the specific gathering of any items which may impact value, either positively or negatively. Observation of the property is limited to those things readily observable without the use of special testing or equipment.

Physical observation of property:

- The property was visited by Jake Cutler, ARA.

Identification of property:

- County assessor records and maps
- Legal description
- Aerial photography
- Physical observation

Land use and physical data:

- Zoning, general plan, and land use maps and documents
- County assessor and tax collector records

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

- FEMA flood maps
- Fault hazard maps
- Topographic maps
- Road and area maps
- Population demographics
- Physical observation

Types of comparable sales discovered, considered, and analyzed:

- Residential Lots

Locations of comparable sales considered:

- 92373 Zip Code

Valuation approaches utilized:

- Sales Comparison

Valuation approaches deemed not relevant or necessary:

- The cost approach is not applicable in the valuation of vacant land.
- The income approach was considered but residual analysis or subdivision analysis would require making speculative assumptions which would impact the credibility of these analyses.

This data has been analyzed and confirmed whenever possible, leading to the value conclusion set forth in this appraisal. All data considered material to the appraisal was reported. The valuation process involved utilizing all techniques and procedures considered appropriate to the assignment. The approaches utilized were considered to yield a credible opinion of value of the specific use of the intended user of this report.

DEFINITION OF VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date, and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(*Office of the Comptroller of the Currency*, [OCC] 1 under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [g], 01/01/04 edition)

GENERAL AREA DESCRIPTION, LIMITING CONDITIONS

An integral part of this appraisal report is the Limiting Conditions, which are located in the addendum. The reader must review these items before proceeding in order to understand the process and limitations of this appraisal report. The client is advised that these contingent and limiting conditions may materially affect the value opinion, other conclusions, and analyses set forth in the appraisal report.

The reader is also urged to visit the section in the addendum outlining the basic general area data for the subject property, which touches on the general physical and geographical characteristics, as well as the social, economic and governmental considerations impacting the subject market.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Unless otherwise explained or defined in this report, all terms and concepts are to be taken at their common meaning or as defined in accepted appraisal textbooks.

Before continuing on with the discussion of the physical characteristics of the subject property, a brief neighborhood, or market area summary of the subject market is warranted.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The subject property is located in Redlands, in San Bernadino County in the Southern California region of California. It is in the Riverside- San Bernadino-Ontario CBSA.

Below is a demographic study of the area, sourced by *Pitney Bowes/Gadberry Group - GroundView*®, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

REGIONAL AREA DEMOGRAPHICS

YEAR	US	CA	CBSA	YEAR	US	CA	CBSA
POPULATION				**NUMBER OF HOUSEHOLDS**			
2010 Total Population	308,745,538	37,253,956	4,224,851	2021	125,920,087	13,037,531	1,373,399
2021 Total Population	331,582,303	39,594,139	4,722,982	2026	130,248,641	13,291,263	1,412,794
2026 Total Population	342,006,764	40,714,038	4,944,868	CAGR	0.7%	0.4%	0.6%
2010 - 2021 CAGR	0.7%	0.6%	1.0%	**AVERAGE HOUSEHOLD SIZE**			
2021 - 2026 CAGR	0.6%	0.6%	0.9%	2021	2.57	2.97	3.39
POPULATION DENSITY				2026	2.56	3.00	3.45
2021 Per Square Mile	92	250	172	CAGR	(0.04%)	0.18%	0.38%
2026 Per Square Mile	95	258	180	**HOUSING UNITS**			
MEDIAN AGE				Owner Occupied	81,634,787	7,281,812	891,492
2021	38.61	37.29	35.32	Renter Occupied	44,285,300	5,755,719	481,907
2026	39.39	38.02	36.03	**AVERAGE HOUSEHOLD INCOME**			
CAGR	0.40%	0.39%	0.40%	2021	$94,862	$113,992	$94,064
MEDIAN HOME VALUE				2026	$114,245	$135,074	$114,173
2021	$216,425	$503,156	$343,416	CAGR	3.8%	3.5%	4.0%
PER CAPITA INCOME				**MEDIAN HOUSEHOLD INCOME**			
2021	$36,918	$38,340	$27,778	2021	$66,358	$79,661	$69,224
2026	$44,556	$45,022	$33,086	2026	$80,318	$95,659	$83,624
CAGR	3.8%	3.3%	3.6%	CAGR	3.9%	3.7%	3.9%

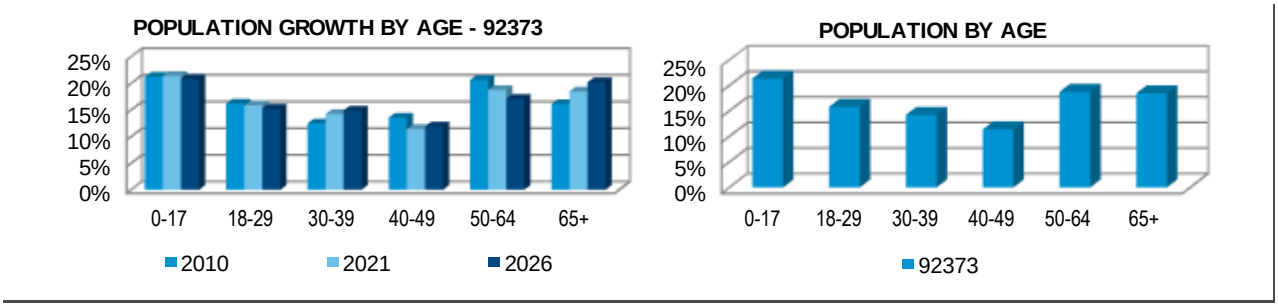
Source: Pitney Bowes/Gadberry Group - GroundView®

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

LOCAL AREA DEMOGRAPHICS

DESCRIPTION	92373	DESCRIPTION	92373
POPULATION		**AVERAGE HOUSEHOLD INCOME**	
2000 Population	27,407	2021	$119,313
2010 Population	29,827	2026	$146,950
2021 Population	32,548	Change 2021-2026	23.16%
2026 Population	33,311	**MEDIAN HOUSEHOLD INCOME**	
Change 2000-2010	8.83%	2021	$84,807
Change 2010-2021	9.12%	2026	$104,100
Change 2021-2026	2.34%	Change 2021-2026	22.75%
POPULATION 65+		**PER CAPITA INCOME**	
2010 Population	4,796	2021	$46,557
2021 Population	6,005	2026	$56,613
2026 Population	6,718	Change 2021-2026	21.60%
Change 2010-2021	25.21%	**2021 HOUSEHOLDS BY INCOME**	
Change 2021-2026	11.87%	<$15,000	6.4%
NUMBER OF HOUSEHOLDS		$15,000-$24,999	7.6%
2000 Households	11,659	$25,000-$34,999	7.3%
2010 Households	12,311	$35,000-$49,999	11.1%
2021 Households	12,468	$50,000-$74,999	12.6%
2026 Households	12,612	$75,000-$99,999	12.9%
Change 2000-2010	5.59%	$100,000-$149,999	17.7%
Change 2010-2021	1.28%	$150,000-$199,999	9.0%
Change 2021-2026	1.15%	$200,000 or greater	15.5%
HOUSING UNITS (2021)		**MEDIAN HOME VALUE**	$457,173
Owner Occupied	7,053	**AVERAGE HOME VALUE**	$525,814
Renter Occupied	5,415	**HOUSING UNITS BY UNITS IN STRUCTURE**	
HOUSING UNITS BY YEAR BUILT		1, detached	7,723
Built 2010 or later	182	1, attached	596
Built 2000 to 2009	1,014	2	220
Built 1990 to 1999	901	3 or 4	908
Built 1980 to 1989	1,714	5 to 9	669
Built 1970 to 1979	2,377	10 to 19	760
Built 1960 to 1969	2,057	20 to 49	682
Built 1950 to 1959	2,269	50 or more	827
Built 1940 to 1949	434	Mobile home	75
Built 1939 or earlier	1,520	Boat, RV, van, etc.	8

Source: Pitney Bowes/Gadberry Group - GroundView®

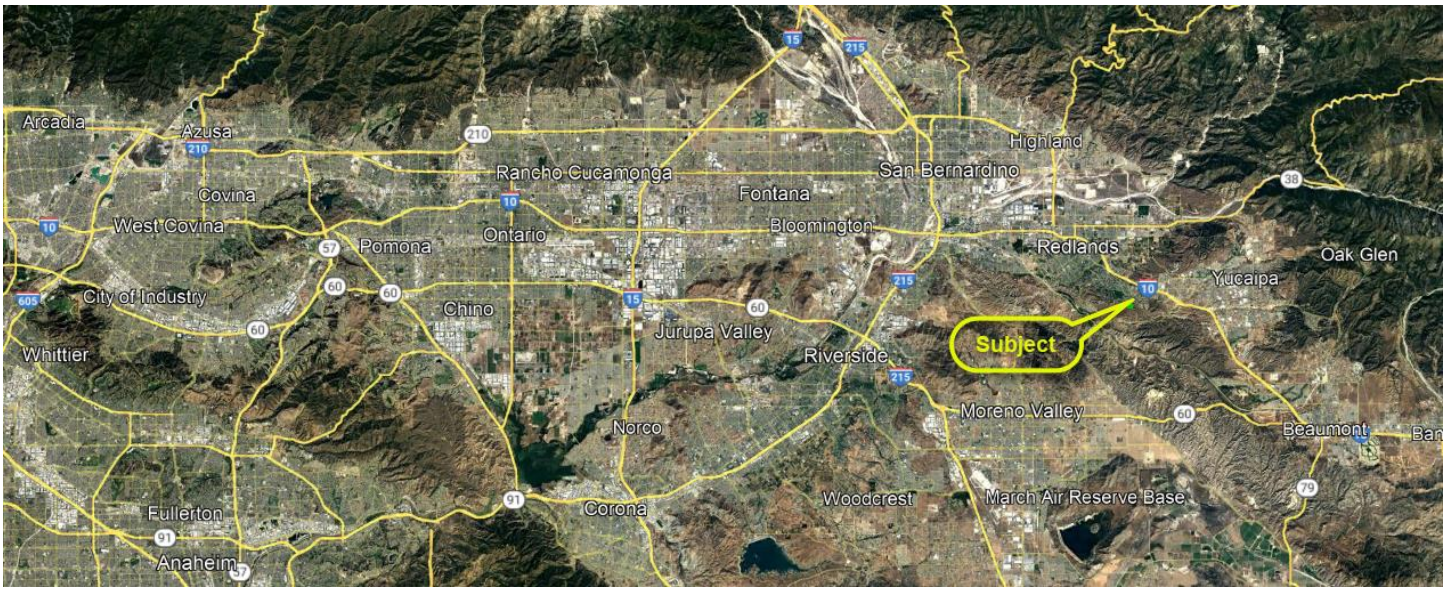


Micro- Market

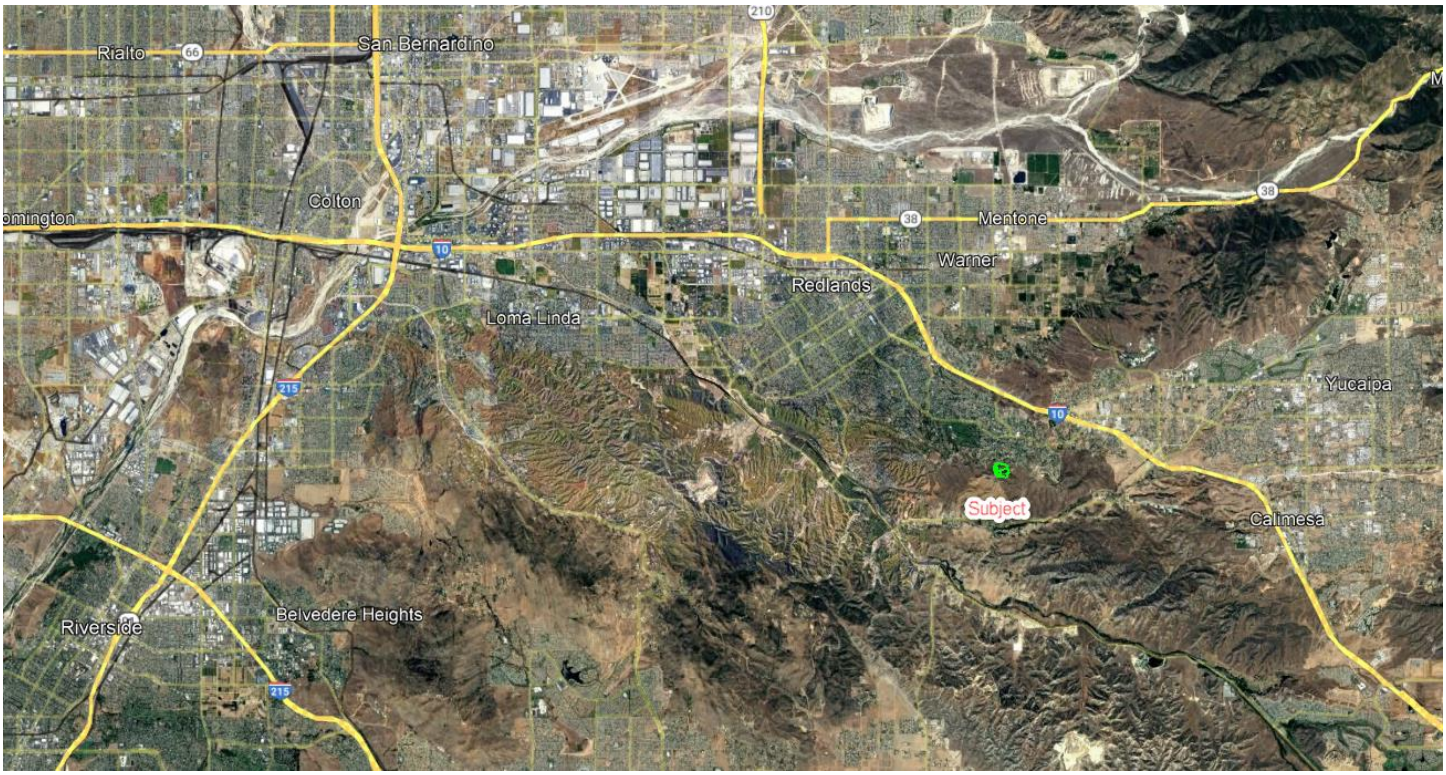
The subject is located in the City of Redlands in an area known as South Redlands. This is mostly a residential area and includes some of the more affluent neighborhoods in the greater market area. South Redlands is also in close proximity to Interstate 10, an important regional linkage.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The following maps detail the location of the subject.



Greater Inland Empire



Greater Market Area

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES



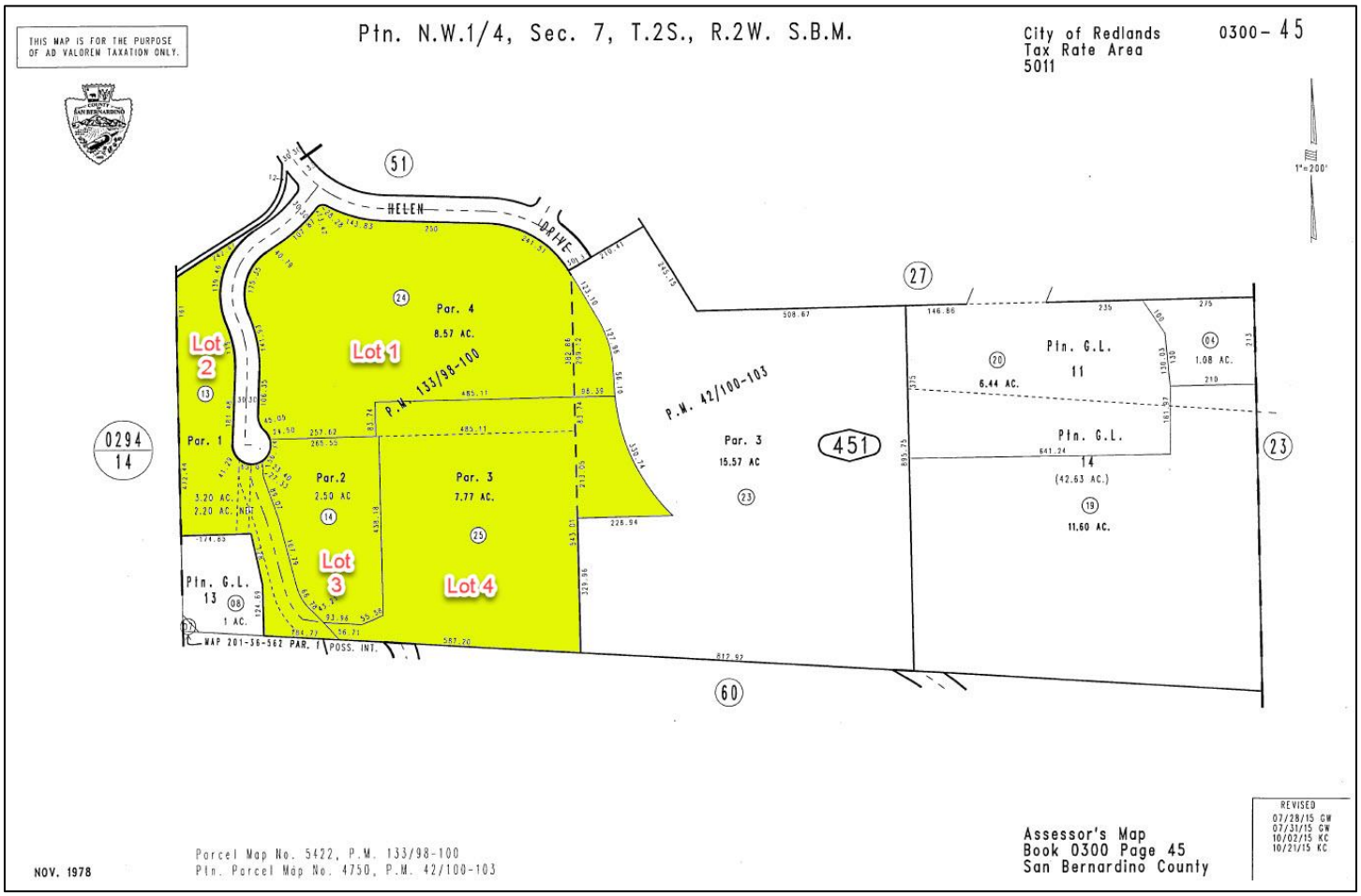
Micro Market

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

IDENTIFICATION

The property is commonly identified as follows:

Lot No.	Assessor's Parcel Number	Assessed Acreage	Section	Township	Range	Census Tract
1	0300-451-24-0000	8.57	7	2, South	2, West	85.00
2	0300-451-13-0000	3.20	7	2, South	2, West	85.00
3	0300-451-14-0000	2.50	7	2, South	2, West	85.00
4	0300-451-25-0000	7.77	7	2, South	2, West	85.00



Lot Numbers are Annotated

LOCATION & ACCESS

The property does not currently have a site address and located near Helen Court, Redlands, San Bernardino County, California 92373. Lots 1, 2, and 3 each has frontage along a paved portion of Helen Court. Helen Court then extends as a minimally improved road to Lot 4, however it appears to cross a portion of Lot 2 which would require an easement. The approximate center of the property can be found at Latitude: 34.014892°; Longitude: -117.137124°.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES



TITLE HISTORY

Title to the property is vested in “Kenneth D. Macknet, II, a married man as his sole and separate property, Mark R. Macknet, a married man as his sole and separate property, and Cathy A. Macknet, a married woman as her sole and separate property, all as joint tenants” The ownership obtained title on February 16, 2021, via document number 2021-0073621”, which was a corrective interfamily deed.

The four lots are currently marketed for bulk sale for a price of $1,994,500. The property has been on the market for about six months. There has been moderate interest but no recent offers. Aside from the aforementioned, no other sales or marketing attempts were discovered within a three-year period.

OCCUPANCY

The property is reported to be fee simple and unencumbered by lease.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

EASEMENTS AND ENCUMBRANCES

Typical easements for the area are for utility power lines which are generally overhead structures. Telephone line easements are overhead or underground. Water districts sometimes have easements for underground pipelines.

A title report was not provided, therefore the impacts (if any) on use or value of any easements or encumbrances cannot be evaluated. This is a limiting condition of this report.

ASSESSMENTS AND TAXES

Assessor's Parcel Number	Land	Other	Total Assessments	Property Taxes
0300-451-24-0000	$ 159,149	$0	$ 159,149	$ 1,990
0300-451-13-0000	$ 62,311	$0	$ 62,311	$ 780
0300-451-14-0000	$ 48,679	$0	$ 48,679	$ 610
0300-451-25-0000	$ 144,450	$0	$ 144,450	$ 1,806
Total:	**$414,589**	**$0**	**$414,589**	**$5,186.00**

Based on information obtained from the Tax Collector's office, taxes are current for the applicable tax year.

Properties in California are taxed under Proposition 13 rules. Proposition 13 reassesses property at market upon a transfer then caps annual increases at 2%. Prop 13 also generally assesses new improvements at cost. Should the property sell at appraised value, this would trigger a reassessment.

ZONING

The zoning ordinances governing the property is SP59 (Specific Plan) under the jurisdiction of the City of Redlands. The SP 59 guidelines were approved by the City Council February 2006[1]. Allowable uses are residential, and densities are outlined as follows:

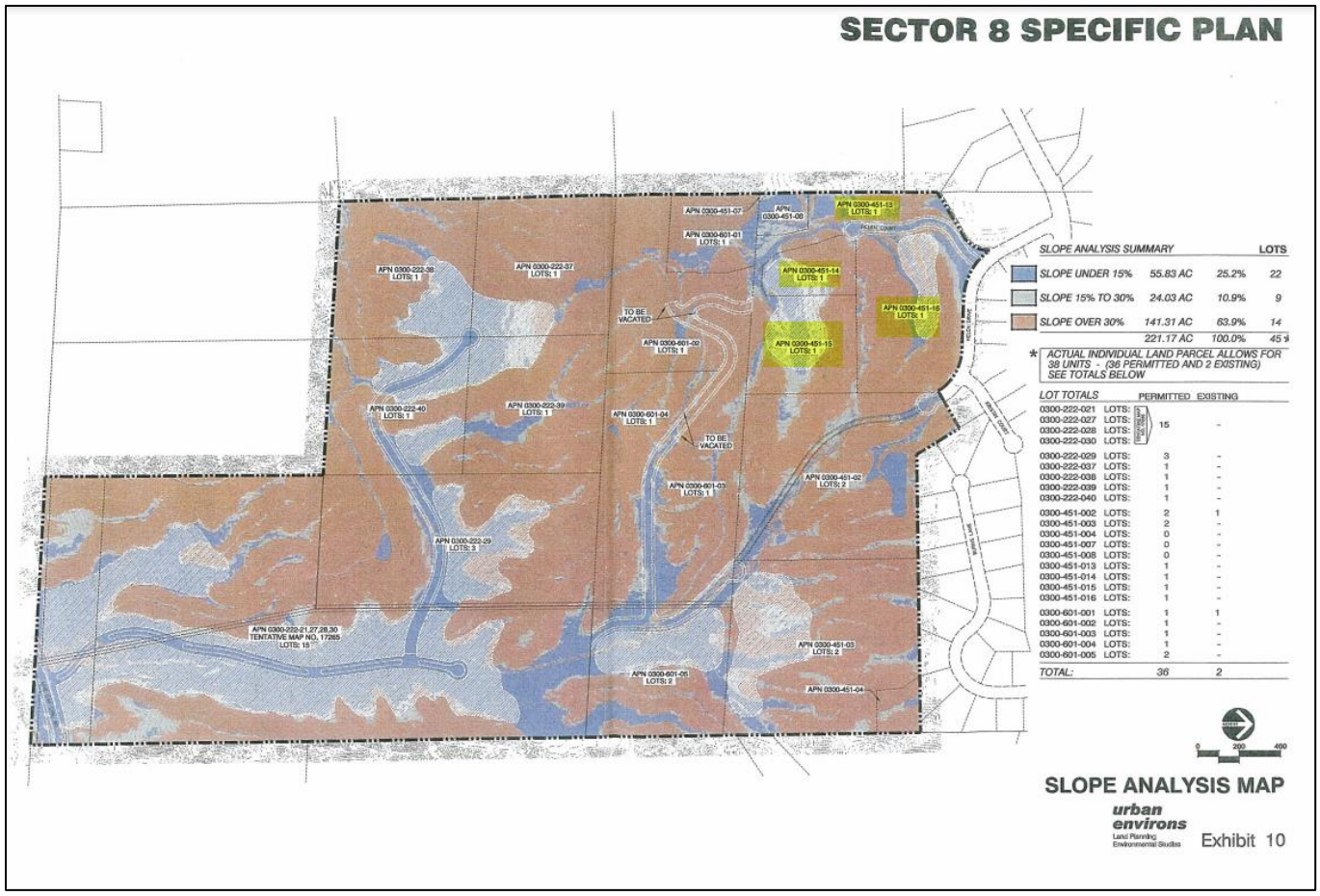
TABLE 1
SOUTHEAST GPA SLOPE/DENSITY CRITERIA

Percent Slope	Acres/Dwelling Unit
0 to 15%	2.5 acre
16 to 30%	2.5 acres
over 30%	10.0 acres

The slope analysis map from the Specific Plan with the allowed densities for the subject being highlighted in the following map.

[1] formally known as the Southeast Area General Plant Sector 8.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

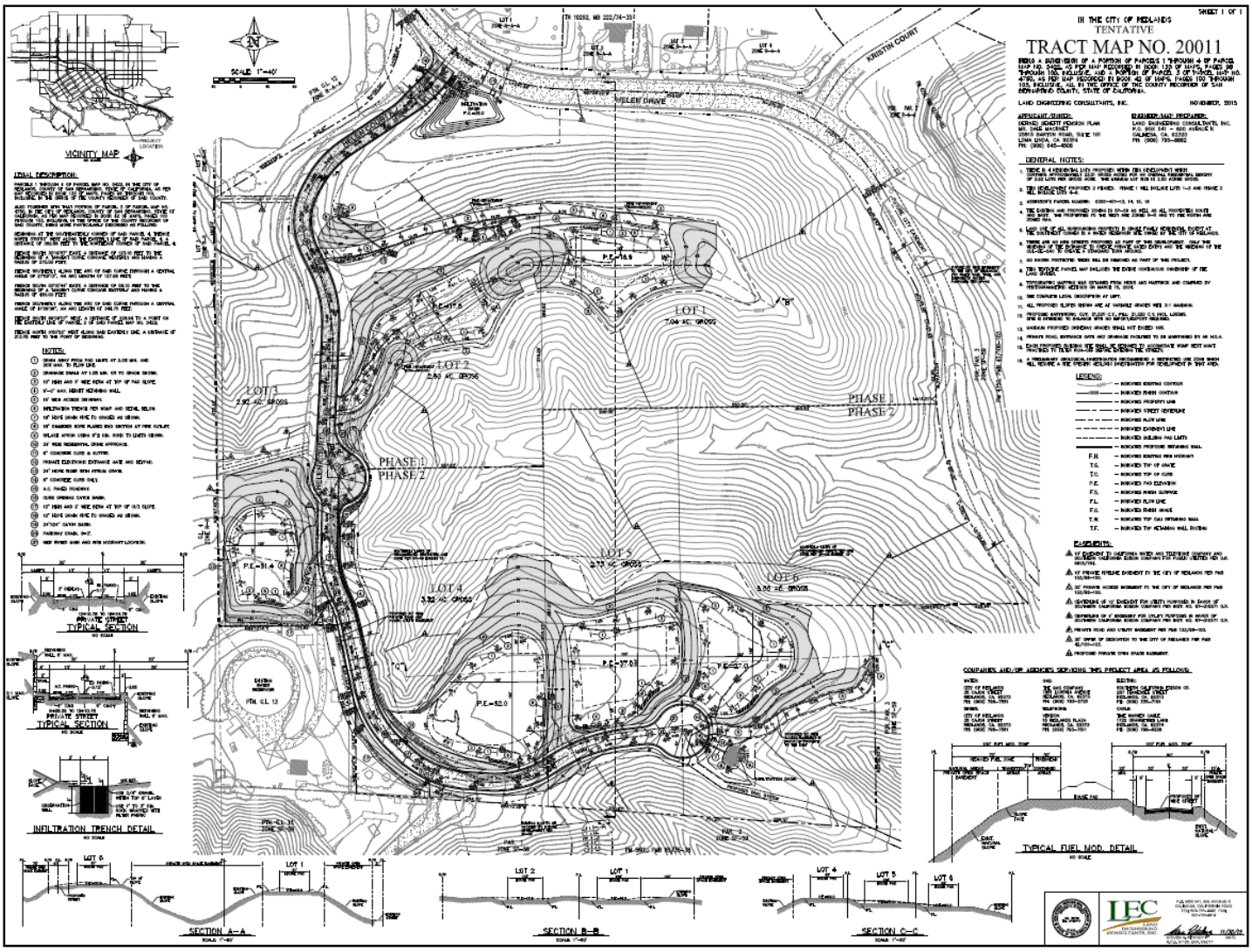


Based upon the preceding zoning, one density unit is permitted for each lot.

Tentative Tract Map

In early 2015 the owners submitted a proposed revised tract map No.20011 which would consolidate and subdivide the four existing lots into six lots as seen below.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES



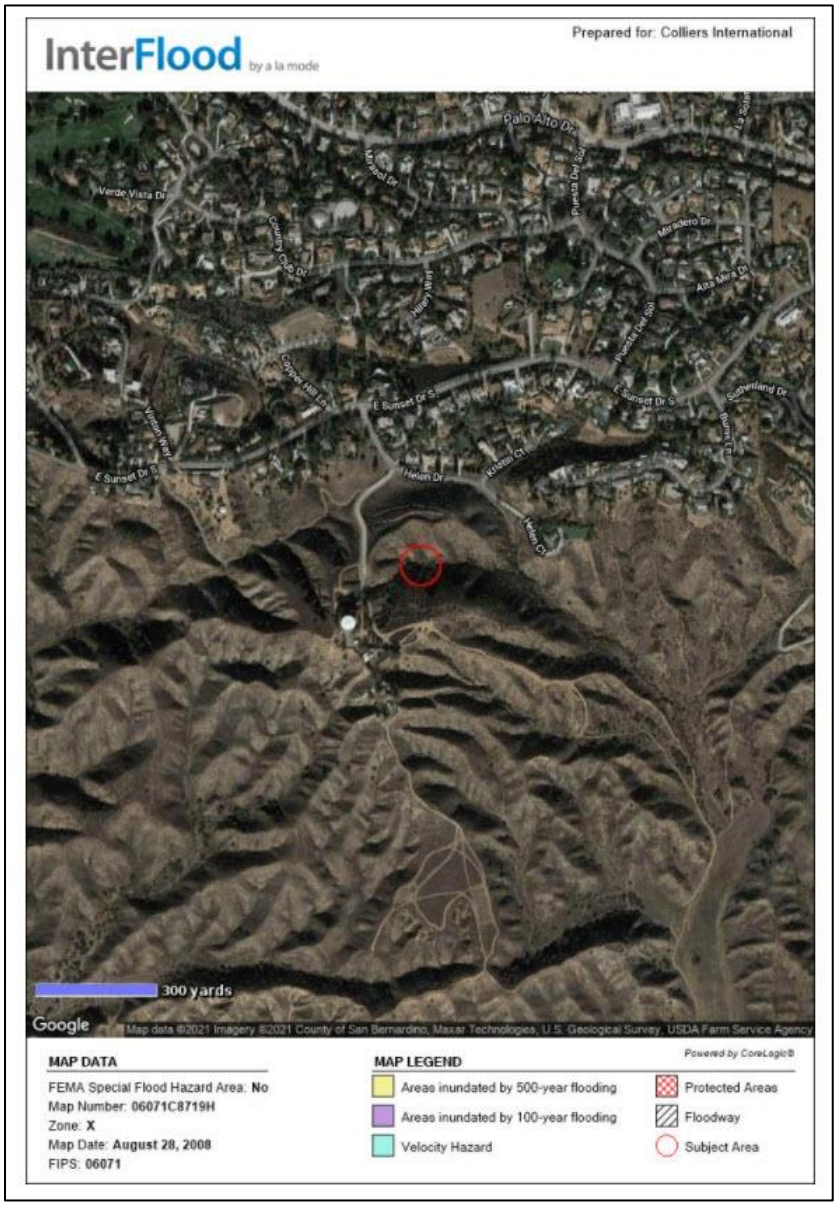
Based upon review of correspondence at the time of submission, there appeared to be some traction towards approval albeit with several conditions. The owners decided at that time not to further pursue the action.

Since the subject is analyzed on an “as is” individual lot basis, the potential impact of the tentative tract map is not relevant.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

FLOOD ZONE

The property is located in “Zone X (no hazard)” flood zones according to panel 06071C8719H of the FEMA Flood Insurance Map with an effective date of August 28, 2008.



FAULT-RUPTURE HAZARD ZONE

The property is not located within any Alquist-Priolo[2] Special Earthquake Studies Zones according to Special Publication 42, revised in 2007 by the Department of Conservation, Division of Mining and Geology.

UTILITIES

Typical municipal utilities, including water, electrical and telephone services, are available throughout the immediate area. The subject is not connected to municipal sewer and would require septic systems. Costs to

[2] https://www.conservation.ca.gov/cgs/alquist-priolo

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

establish utilities were not provided and this report assumes that these costs would be in-line with typical costs for the market area.

PROPERTY DESCRIPTION AND LAND USE

The basic physical characteristics of each lot are summarized here.

	Lot 1	Lot 2	Lot 3	Lot 4
Access	Average	Average	Average	Average
Shape	Sl. Irregular	V. Irregular	Sl. Irregular	Sl. Irregular
Size (Acres)	8.57	3.20	2.50	7.77
Topography:	Moderately Steep, Flat Pad	Moderately Steep, Small Pad	Moderately Steep, Flat Pad	Moderatly Steep, Expansive Pad
Flood Zone	Zone X	Zone X	Zone X	Zone X
Views:	Valley, Expansive	Pocket Views	Valley, Expansive	Valley, Expansive



© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Lots 1, 3, and 4 are high quality estate lots with commanding 270*+ degree views and natural building pads. While the topography limits the building envelope and the potential uses of the excess land, estates of this size are covenanted for their privacy which is apparent on Helen Court.

Lot 2 has a very irregular shape with portions used as the road which extends to the other lots. The configuration of Lot 2 also impacts its development potential with the most logical building site is located below (north) of the water tower. This lot does not have commanding views, rather classified as pocket valley views which are impacted by the water tower.



Lot 1 View to North



Lot 1 Building Pad View to Southeast



Lot 2 View



Lot 2 Flat Area (Water Tank Behind)

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES



Lot 3 View to Southeast



Lot 3 Expansive South View



Lot 4 View to East



Lot 4 View to South

TOXIC AND HAZARDOUS WASTE

No evidence of toxic or hazardous waste was observed. See Limiting Conditions.

S.W.O.T. ANALYSIS

SWOT is an acronym for the internal strengths and weaknesses of an asset and the environmental (external) opportunities and threats facing that property. Based on the analysis the following strengths, weaknesses, opportunities and threats have been identified.

Strengths

- Excellent location in a private cul-da-sac in an affluent area of Redlands.
- Large residential lots.
- Expansive views.

Weaknesses

- Topography limits natural building pad sites and increases site development costs.
- Lot 2 has a very irregular shape.

Opportunities

- Few remaining estate-quality lots in the market area with demand from both developers and owner-builders.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

- With further site planning the total site could potentially be reconfigured to six lots.
- Increasing residential real estate prices creates expectations of developer's profits and enhances developer's incentives.

Threats

- Absorption of lots is difficult to predict with the best lots selling quickly and potentially extended marketing periods for inferior lots.
- Lot values and demand can be impacted by change in demand or market conditions.
- Building costs have increased which impacts developer returns and owner-builder budgets.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Highest and Best Use is a basic premise of value. The use that maximizes the value of a particular property is considered its Highest and Best Use. An appraiser's opinion as to the Highest and Best Use of a property is based on an analysis of prevailing market conditions, the present use of the subject and surrounding properties, trends in use, and current/projected zoning regulations.

As the use of a parcel of land can be limited by the presence of improvements, Highest and Best Use is determined separately as follows:

- As if the property is vacant and available to be put to its highest and best use; and
- As if the property is improved.

Generally, the Highest and Best Use is estimated after considering four factors, which must be evaluated sequentially: 1) Is the use legally permissible? (2) Is the use physically possible? (3) Is the use financially feasible? and (4) Is the use maximally productive? *It must be noted that with respect to a property's Highest and Best Use: (a) the surrounding land uses are not always indicative of optimum use; (b) the existing use may not be the optimum use; and (c) current zoning may not be consistent with the property's Highest and Best Use.*

The principle of consistent use holds that land cannot be valued based on one use while improvements are valued based on another[3].

AS VACANT

Legally Permissible:
The subject property is zoned for residential uses. Any other uses would require zoning changes.

Physically Possible:
Residential development is physically possible evidenced by development on lots with similar physical characteristics.

Financially Feasible:
The residential real estate market is experiencing strong demand and constrained supply which has resulted in increasing residential values and rents. Underlying this is a lack of supply. This trend is also evident in the "estate" quality home market with record prices paid for homes and a lack of inventory. The financial feasibility of estate quality home construction is difficult to measure on a site-specific basis, so we turn to greater market evidence. Both build to suit and spec-building of estate homes as well as larger tract homes are occurring in the Inland Empire. Many developers cite the lack of land inventory and permitting delays as headwinds to more developer activity. Based upon the market evidence, development of lots on a build to suit basis is financially feasible; speculative development carries enhanced risk. Alternatively, the property could be held as a land asset.

Maximally Productive:

The highest and best use of the subject property is for estate residential development or holding as a land asset for future appreciation.

[3] *The Appraisal of Real Estate*, Fourteenth Edition, p. 345

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The ultimate goal of the valuation process is a well-supported value conclusion that reflects all the pertinent factors that influence the market value of the subject property given the intended use(s) and user(s). Traditional appraisal methodology requires the appraiser to study a property from three different viewpoints, referred to as the "approaches to value." They are:

- The Sales Comparison Approach
- The Cost Approach
- The Income Capitalization Approach

SALES COMPARISON APPROACH

The Sales Comparison Approach is "the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."[4]

The Sales Comparison Approach uses sales of comparable properties, adjusted for differences, to indicate a value for the subject property. Valuation is often accomplished using a physical unit of comparison (such as a price per acre) or an economic unit of comparison (such as a gross rent multiplier). Adjustments are applied to the physical units of comparison from the comparable sales, and then the units of comparison are applied to yield a value indicator for the subject.

COST APPROACH

The Cost Approach is "a set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised."[5]

Since cost and market values are closely related when properties are new, the Cost Approach is important in estimating the market value of new or relatively new improvements. The approach is especially persuasive when land value is well supported and the improvements are new or suffer only minor accrued depreciation; therefore, these improvements represent a use that approximates the highest and best use of the land, as though vacant. The Cost Approach is also used to estimate the market value of proposed construction, special-purpose properties and other properties that are not frequently exchanged in the market.

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach is "a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.[6]

4 *Ibid*., p. 175
5 *The Dictionary of Real Estate Appraisal*, Fifth Edition, p. 47
6 *The Dictionary of Real Estate Appraisal*, p. 99

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

In the Income Capitalization Approach, the present value of the future benefits of property ownership is measured. A property's income streams and its resale value upon reversion may be capitalized into a present, lump-sum value.[7]

RECONCILIATION

Final reconciliation is "the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate."[8]

The reconciliation process represents a weighing of the indicators derived as to the indicator's reliability and applicability to the appraisal problem at hand. A final value conclusion is then estimated based on the available data and the appraiser's experience in appraising the type of property under analysis.

7 *The Appraisal of Real Estate*, Thirteenth Edition, p. 142
8 *The Dictionary of Real Estate Appraisal*, Fifth Edition, p. 79

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The Sales Comparison Approach was deemed to be a reliable indicator of value for the subject property.

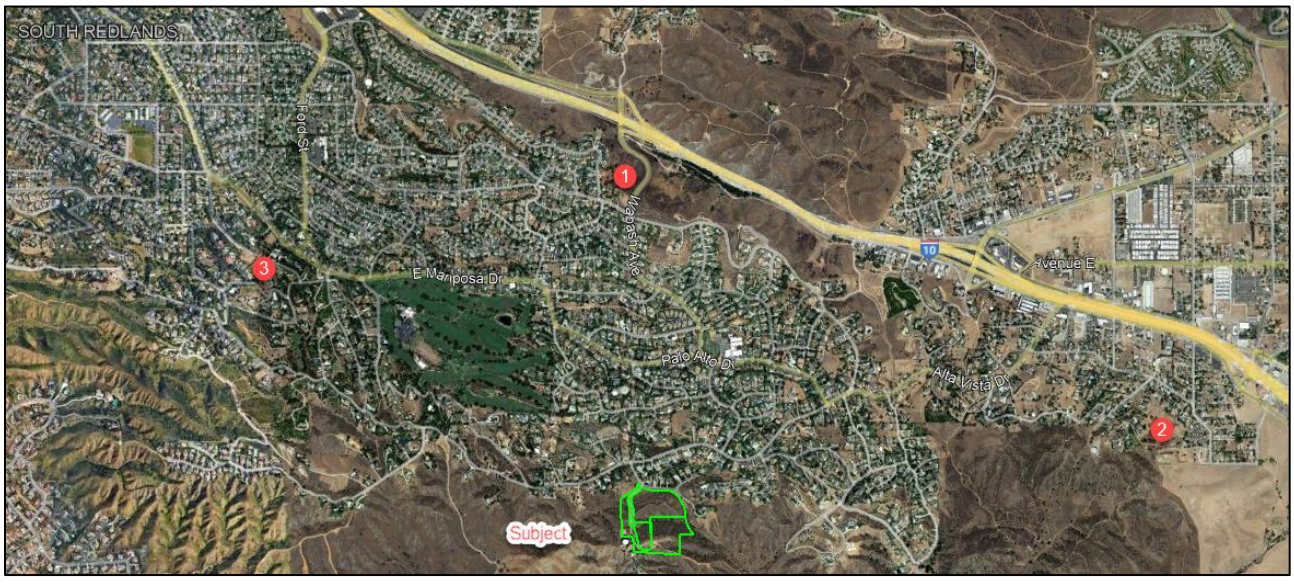
- *The subject property is four residential estate lots. The most likely buyer for the property would be a developer or owner-builder.*
- *The property is well located in an affluent region of South Redlands and on cul-da-sac accessed from Sunset Drive.*
- *The subject is comprised of four lots. Sale comparison analysis was first completed for Lot 4, which is considered a benchmark lot from which further analysis was completed to conclude the values for the remaining lots.*

LAND VALUATION

Within the market described above, an attempt has been made to determine the market value of each lot. The following sales were discovered and analyzed and were considered to best demonstrate the market value of each lot. The sales were selected from a relatively small market area defined as the 92373-zip code. We have further limited the analysis to sales of vacant land zoned for residential uses and suitable for estate quality homes. These sales represent relatively similar physical characteristics as the subject property, such as location, access, shape, size, topography, flood potential, views, and utilities. The price attributed to the vacant land has been isolated and measured on a per-lot basis.

Land Sales Summation Table

Sale Number	L1	L2	L3
Property Name	Sunset Dr & Wabash Ave	31848 Highwview Dr	Halsey St
Grantor	Johnston Holdings LLC	Esfahiani	Sporrong
Grantee	Pristine Builders Inc.	McGuire LLC	Colmenares
City	Redlands	Redlands	Redlands
Recorded Date	2/3/2021	6/4/2021	9/29/2021
Doc Number	2021-0053784	2021-0255722	2021-0442829
Parcel Number	0300-012-09-000	0301-142-02-0000	0176-073-64-0000
Total Sales Price	**$445,000**	**$595,000**	**$365,000**
Adjustments	$0	$0	$0
Adjusted Sales Price / Lot	**$445,000**	**$595,000**	**$365,000**



© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Reviewing the 10 basic elements of real property comparison[9], unless otherwise stated, all of the sales are seen as equal and no adjustments are deemed necessary in terms of **real property rights transferred (1), financing terms (2), sale conditions (3)**, and **immediate expenditures made (4)**. The fee simple rights have transferred in all cases, consideration were paid in cash or its equivalent (including conventional financing), all sale conditions are seen as typical for the market, and no extraordinary immediate expenditures are known.

- *Sale L2 was seller financed which is not uncommon due to challenges getting conventional financing for vacant land. The terms are unknown, and no adjustment is applied.*
- *A review of recent listings was completed and there are no comparable properties available in the market area.*

Market conditions (5) are often a basis of adjustment in real estate, as the dynamic of supply and demand change. As there are relatively few vacant lots that transfer, time adjustments can be difficult to derive. Markets with few transactions tend to move slowly, or lurches, with periods of inactivity followed by jumps or drops in prices. On occasion, a sale and re-sale is observed, and some conclusions can be drawn from aggregate data.

Due to the lack of vacant lot sales data, we turn to trends in the residential real estate market. Below are statistics compiled by various real estate companies which actively track the local residential market

Source	Market	Annual Change
Zillow	Redlands	22.1%
Redfin	92373	30.4%
Rockhomes	Redlands	19.1%

The Redlands' market trend is consistent with that experienced in California and across the broader US housing market, which is strong double-digit appreciation.

Typically, residential lot values trend directionally with home values but usually lag in their appreciation unless there are extenuating circumstances. This is due to the fact the building costs have also increased which increases the cost of converting lots to homes.

- *Considering the data above a 10% annual market conditions adjustment is applied. Given that all the comparable sales have transacted recently, the magnitude of the market conditions adjustment is minimal.*

Mkt Conditions Adjustment		L1	L2	L3
Price per Lot		$445,000	$595,000	$365,000
Date	11/11/2021	2/3/2021	6/4/2021	9/29/2021
Present Value Factor at 10.0%		8%	4%	1%
Mkt Cond adjustment $		$33,880	$25,386	$4,121
Mkt Cond adjusted price		**$478,880**	**$620,386**	**$369,121**

Next the appraisal considers physical characteristics which include location, access, shape, size, topography, flood zone, views, and utilities access.

As seen in the preceding map, comparable sales were selected from a defined market area to minimize adjustments for **location**. Notwithstanding, even within the 92373 zip code there are differences in desirability and home values. In general homes located near the County Club and along Sunset Dr are preferable to those located to the north and west.

[9] *The Sale Appraisal of Real Estate*, 13th Edition, page 309

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Access is somewhat of an important characteristic though there is less consensus on relative desirability. Some homeowners prefer quiet streets with less traffic and more privacy. Others prefer locations closer to freeways and other linkages for convenience.

Size is another important characteristic. When analyzed on a per lot basis, a larger lot is preferred, however this tends to have a declining impact. For example, the added consideration from a one acre increase from 1 to 2 acres is greater than a lot increasing from 5 to six acres.

Topography is the Redlands area is also a critical element of comparison. Most of the flat or mild slope lots have been developed with what remains being more challenging lots. Varied topography impacts building site locations, increases costs, and utility. Usually correlated with topography are **views**; in many cased (but not in all) those with topography offer expansive views which is a key motivating factor for those with the means to build an estate quality home.

Flood zone and its risk is another factor which cannot be overlooked but in this micro-market zone risk appears to be minimal.

Lastly, the appraiser considered access to **utilities**. While there are some underlying costs and compliance to obtaining utilities, all properties are located in urban areas with established utilities located nearby.

Property uses are directly tied to the legal uses permitted by **zoning** code. The subject has unique zoning attributes as it is located in a Specific Plan, therefore its uses and development conditions may differ from standard zoning. We present a brief summary of the underlying zoning of the subject and comparables.

ZONING SUMMARY

	Subject	L1	L2	L3
Zoning	SP 59	R-E, O	R-R-A	R-E
Primary Use	Residential Estate	Estate Residential, Open	Residential Rural, Animals	Residential Estate
Minimum Lot Size (SF)	Site Specific	14,000	43,560	14,000

While there are minor differences between each of the zoning, they effectively all have similar or near similar use potential, particularly when one considers the physical characteristics of each property.

Lastly, we have considered any **Other Attributes** which are not included in the above. It is noted that the subject and L1 each have a tentative tract map pending, though the cost of compliance maybe prohibitive.

The aforementioned relevant elements of comparison of the properties are summarized here.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Elements of Comparison:				
Sale Number	Lot 4	L1	L2	L3
1. Real Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
2. Financing	Cash	Conventional	Seller Financed	Conventional
3. Sale Conditions	Arm's-Length	Arm's Length	Arm's Length	Arm's Length
4. Immediate Expenses	none	none	none	none
5. Mkt Conditions (time)	Nov-21	Feb-21	Jun-21	Sep-21
6. Location	Redlands	Redlands	Redlands	Redlands
Micro-Market	South Redlands	I-10, South Redlands	Southeast Redlands	West of Country Club
7. Physical Characteristics				
Access	Average	Good	Average	Good
Shape	Sl. Irregular	Sl. Irregular	Sl. Irregular	L Shape
Size (Acres)	7.77	5.98	7.37	1.02
Topography:	Moderately Steep, Flat Pad	Undulating, Steep	Moderate Slope	Gentle Slope
Flood Potential:	Zone X	Zone X	Zone X	Zone X
Views:	Valley, Expansive	Valley, Pocket	Valley, Pocket	None
Utilities	Available Nearby	Available Nearby	Available Nearby	Available Nearby
9. Use (Zoning)	SP 59, Residential	RE, O	R-R-A	R-E
10. Other Attributes.	Tenative Tract Map	Tenative Tract Map	None	None
Price per Lot		**$445,000**	**$595,000**	**$365,000**

Adjustments are first applied on a qualitative basis.

Adjustment Table				
Sale Number	Lot 4	L1	L2	L3
1. Real Property Rights	Fee Simple	Similar	Similar	Similar
2. Financing	Cash	Similar	Similar	Similar
3. Sale Conditions	Arm's-Length	Similar	Similar	Similar
4. Immediate Expenses	none	Similar	Similar	Similar
5. Mkt Conditions (time)	11/11/2021	Previously Adjusted	Previously Adjusted	Previously Adjusted
6. Location	Redlands	Similar	Similar	Similar
Micro-Market	South Redlands	Sl. Inferior	Similar	Similar
7. Physical Characteristics				
Access	Average	Similar	Similar	Similar
Shape	Sl Irregular	Similar	Similar	Similar
Size (Acres)	7.77	Similar	Similar	Inferior
Topography	Moderately Steep, Flat Pad	Similar	Similar	Sl. Superior
Flood Potential	Zone X	Similar	Similar	Similar
Views:	Valley, Expansive	Sl. Inferior	Sl. Inferior	Inferior
Utilities	Available Nearby	Similar	Similar	Similar
9. Use (Zoning)	SP 59, Residential	Sl. Superior	Sl. Superior	Sl. Superior
10. Non-realty components	Tenative Tract Map	Similar	Similar	Similar
	Overall Comparison	Sl. Inferior	Sl. Superior	V. Inferior
	Indicator for Subject	**Slightly more than**	**Slightly less than**	**Significantly more**
Price per Lot		**$478,880**	**$620,386**	**$369,121**

Deriving quantitative adjustments are very challenging in general and impossible in a small market such as the subject. Consistent with standard appraisal practices, we have assigned quantitative percentage adjustments based upon order of magnitude considerations for each element of comparison guided by the preferences of market participants.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Quantitative Adjustment Table				
Sale Number	Lot 4	L1	L2	L3
Micro-Market		5%	0%	0%
Size (Acres)		0%	0%	20%
Topography		0%	0%	-10%
Views:		10%	10%	25%
Use (Zoning)		-10%	-10%	-10%
Total Adjustments		**5%**	**0%**	**25%**

The final step is to apply the adjustment to each comparable. Then each sale is weighted with the most weighting assigned to L1 and L2 which are most similar in size and physical characteristics as seen below.

Final Adjustment Table				
Sale Number	Lot 4	L1	L2	L3
Value (Adjusted for Mkt Conditions)		$478,880	$620,386	$369,121
Value Indicator (Adjusted)		**$502,824**	**$620,386**	**$461,402**
Weighting		**40%**	**35%**	**25%**
Lot 4 Value Conclusion	**$533,615**	**$201,130**	**$217,135**	**$115,350**

The estimate value of Lot 4 is **$533,615**.

Applying comparable analysis from the benchmark (Lot 4) to the other subject lots is presented below

Benchmark Analysis, Elements of Comparison				
	Lot 1	Lot 2	Lot 3	Lot 4
Access	Average	Average	Average	Average
Shape	Sl. Irregular	V. Irregular	Sl. Irregular	Sl. Irregular
Size (Acres)	8.57	3.20	2.50	7.77
Topography:	Moderately Steep, Flat Pad	Moderately Steep, Small Pad	Moderately Steep, Flat Pad	Moderatly Steep, Expansive Pad
Flood Zone	Zone X	Zone X	Zone X	Zone X
Views:	Valley, Expansive	Pocket Views	Valley, Expansive	Valley, Expansive

The benchmark adjustment table is presented below.

Benchmark Analysis, Adjustment Table				
Subject Property	Lot 4	Lot 1	Lot 2	Lot 3
Access	Average	Similar	Similar	Similar
Shape	Sl. Irregular	Similar	-10%	Similar
Size (Acres)	7.77	Similar	-20%	-20%
Topography:	Moderatly Steep, Expansive Pad	Similar	Similar	Similar
Flood Zone	Zone X	Similar	Similar	Similar
Views:	Valley, Expansive	Similar	-10%	Similar
Total Adjustment	0%	0%	-40%	-20%
Indicator for Subject	**$533,615**	**$533,615**	**$320,169**	**$426,892**

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

SALES COMPARISON APPROACH CONCLUSION

With the estimates of the individual lot values complete, the aggregate value of the four lots is summed and calculated as $**1,814,291**.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Understanding the profiles of potential buyers and their typical reliance on each approach to value strongly influences the weighting process.

In the open market, the subject property type would command most interest from:

- A local developer
- An owner-builder

There is currently steady buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. Inventory of quality estate residential lots is low.

The price per lot method has been presented in the **Sales Comparison Approach**. There have been a few recent sales of properties similar to the subject in the market area in the current market conditions. Strengths and weaknesses of this approach to value included the following:

- Strength: The price per lot method presents a reasonably narrow range of indicators of value.
- Strength: Buyers of this property type frequently rely on this method for as a primary indicator.
- Weakness: Varying assets on each property necessitate significant allocations and adjustments.

As discussed in the scope of work, the Cost and Income approaches were deemed not to be relevant.

The following table summarizes the final opinion of the Market Value of the subject property.

Approach	Weight	Value
Sales Comparison	primary	$1,814,291
Cost	no weight	N/A
#N/A	no weight	N/A
Final Conclusion		**$1,800,000**
	per acre	$81,670
	per lot	$450,000

EXPOSURE TIME & MARKETING PERIOD

Estimates of exposure time (historical view) and marketing period (forward view) are made below. Implicit in these estimates are asking prices that, while are likely slightly above, are reasonably close to the opinion of market value. In order to determine the estimated exposure time of the subject property, the exposure periods of the sales used in this appraisal as well as other sales in the broader market were reviewed. While some sales were sold with reasonable exposure to the open market, many of these properties were sold directly between their buyers and sellers with no official market exposure. In addition to the sales data presented above, regular correspondents is conducted with real estate brokers and other market participants regarding marketing periods. Data from local multiple listings services was also reviewed.

The estimated exposure time and marketing period is **eighteen** months.

The COVID-19 pandemic did present some disruption in normal marketing efforts of property, mostly related to shutdowns. As the pandemic has waned, deal flow is back up with some pent-up demand increasing deal flow

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

in some areas. During 2020, exposure periods were more likely to be at the high end of the range but have since dwindled to shorter windows of time as the economy recovers.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The signor(s) certify that, to the best of their knowledge and belief:

-The statements of fact contained in this report are true and correct.

-The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions and conclusions.

-The signors have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

-The signors have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.

-Engagement in this assignment was not contingent upon developing or reporting predetermined results.

-Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-The analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and the code of ethics of the *American Society of Farm Managers and Rural Appraisers* (ASFMRA) or the *Appraisal Institute* (AI). This report is subject to confidential peer review for standards and ethics compliance.

-The *ASFMRA* and *AI* maintain continuing education programs requirement for designated appraisers. Designated signors are currently certified under one these programs.

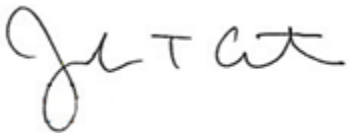
-This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or any approval of a loan.

-Jake Cutler has made a personal observation of the property that is the subject of this report.

-The appraiser(s) have not performed services on the property as an appraiser(s) within three years. No services have been performed in any other capacity.

-This appraiser(s) is/are certified by the state as Certified General Real Estate Appraiser(s) with certificates and expiration dates seen below.

- No other person provided significant real property appraisal assistance to the signer of this certification.



Jake Cutler, ARA
Valuation Associate
California Certified General Appraiser: 3006652
Arizona Certified General Appraiser: 1004668
Hawaii Certified General Appraiser: 1317
(559) 676-6975
jake.cutler@colliers.com

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

This appraisal is subject to the following assumptions and limiting conditions:

- A survey of the subject property may or may not have been provided. Parcel maps and legal descriptions in the public record are assumed to accurately reflect the boundaries of the property. If further verification is required, a survey by a registered surveyor is advised.
- No responsibility for matters legal in character have been assumed. No opinion has been rendered as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. No survey of the property has been made and no responsibility is assumed in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- No responsibility has been assumed for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- Without the written consent or approval of the author neither all, nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the firm with which the appraiser is connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the opinions expressed herein. Unless approval is provided by the author, no portion of the report stands alone.
- The valuation stated herein assumes professional and competent management and operation of the property throughout the lifetime of the improvements, with an adequate maintenance and repair program in conformance with typical industry standards for the use of the property.
- The liability of the appraiser, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed into possession of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.

- The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. The appraiser, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- The appraiser assumes no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). The appraiser, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site observation of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis unless noted in the main body of the report. The subject's soils and sub-soil conditions are assumed to be suitable for structures based upon a visual observation, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including historical income and expense statements; accurately reflect the current and historical operations of the subject property.
- This analysis assumes that the physical information provided for this appraisal accurately reflects the improvements on the property. These items may include, but are not limited to, varieties, rootstocks, and age of permanent crops, yields of crops grown, depth and productivity of wells, water quality and capacities of reservoirs, size and age of structures. Only a visual surface observation has been performed. While attempts are made to identify and verify such improvements, many true verifications can only be done by third-party experts or laboratory testing. Such testing is beyond the scope of this assignment.
- Unless otherwise noted in the report, crops grown on the property are assumed to be free of maladies that could impact productivity, economic life, and value. While the appraiser(s) are trained to observe obvious and apparent defects, many maladies, such as virus or root diseases are difficult to detect from a surface observation. Some maladies can only be observed at certain periods of the growing season. Third-party experts in plant health should be consulted if further investigation is needed.
- Any projected cash flows included in the analysis are forecasts of estimated future operating characteristics and are forecasted on the information and assumptions contained within this report. Any

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

projections of income, expenses and economic conditions utilized in this report are not predictions of the future. Rather, they are estimates of market expectations of future income and expenses. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may vary from the projections considered herein. There is no warranty or assurances that these forecasts will occur. Projections may be affected by circumstances beyond anyone's knowledge or control. Any income and expense estimates contained in this report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

- The analyses contained in this report may necessarily incorporate numerous estimates and assumptions regarding Property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by the analysis will vary from estimates, and the variations may be material.
- Any prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraphs, events may occur that could substantially alter the outcome of the estimates such as, but not limited to changes in the economy, interest rates, exchange rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. In making prospective estimates and forecasts, it is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

QUALIFICATIONS

Jake Cutler, ARA

VALUATION ASSOCIATE
Valuation & Advisory Services

jake.cutler@colliers.com

PROFESSIONAL SUMMARY

Mr. Cutler brings over a decade of diverse real estate appraisal experience. His practice focuses on farm and ranch land, vacant land, residential land, permanent plantings, agricultural facilities, and other rural and special use properties. He is a licensed appraiser in California, Arizona, and Hawaii.

LICENSING & PROFESSIONAL AFFILIATIONS

- California CGA License No. 3006652 Expires 7/17/23
- Arizona CGA License No. 1004668 Expires 10/31/23
- Hawaii CGA License No. 1317 Expires 12/31/21

- California ASFMRA- Acredited Rural Appraiser
- Appraisal Institute- Practicing Affiliate

EDUCATION & INDUSTRY AFFILIATIONS

- University of California, Davis, M.S. Agricultural Economics, 2008
- University of California, Davis, B.S. Agricultural Economics, 2007

REPRESENTATIVE APPRAISAL CLIENTS

PGIM AgriFinance
AgIs Capital
Morgan Stanley
State of Hawaii
Rabo AgriFinance
First Northern Bank of Dixon
Hancock Agricultural Investment Group
Resource Land Holdings
Bank of America
Bank of Hawaii
Key Bank NA
Well Fargo Bank

© 2021 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

Valuation Glossary

Valuation & Advisory Services

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

Unless specified otherwise, these definitions were extracted from the following sources or publications:

The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015 (Dictionary).

Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition (USPAP).

The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, Chicago, Illinois, 2013 (14th Edition).

Absolute Net Lease
A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Ad Valorem Tax
A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. (14th Edition)

Aggregate of Retail Values (ARV)
The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called sum of the retail values. (Dictionary)

Arm's-length Transaction
A transaction between unrelated parties who are each acting in his or her own best interest. (Dictionary)

As-Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Assessed Value
The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. (14th Edition)

Average Daily Room Rate (ADR)
In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. (Dictionary)

Band of Investment
A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary)

Cash-Equivalent Price
The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale. (Dictionary)

Common Area
The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. (Dictionary)

Contract Rent
The actual rental income specified in a lease. (14th Edition)

Cost Approach
A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject

Accelerating success.

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

property to reflect the value of the property interest being appraised. (14th Edition)

Curable Functional Obsolescence
An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected. (Dictionary)

Debt Coverage Ratio (DCR)
The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). (Dictionary)

Deferred Maintenance
Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. (Dictionary)

Depreciation
In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. (Dictionary)

Direct Costs
Expenditures for the labor and materials used in the construction of improvements; also called hard costs. (Dictionary)

Discounted Cash Flow (DCF) Analysis
The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. (Dictionary)

Discount Rate
A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary)

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Easement
The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. (14th Edition)

Economic Life
The period over which improvements to real property contribute to property value. (Dictionary)

Effective Age
The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

be different from its chronological age. (Dictionary)

Effective Date
The date on which the appraisal or review opinion applies (SVP) (Dictionary)

Effective Gross Income (EGI)
The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Gross Income Multiplier (EGIM)
The ratio between the sale price (or value) of a property and its effective gross income. (Dictionary)

Effective Rent
The rental rate net of financial concessions such as periods of free rent during the lease term and above or below-market tenant improvements (TIs). (14th Edition)

Eminent Domain
The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the takings clause, guarantees payment of just compensation upon appropriation of private property. (Dictionary)

Entrepreneurial Incentive
The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. (Dictionary)

Entrepreneurial Profit
A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. (Dictionary)

Excess Land
Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent
The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. (14th Edition)

Expense Stop
A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)
Exposure Time
An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP)

External Obsolescence
A type of depreciation; a diminution in value caused by negative external influences and

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

generally incurable on the part of the owner, landlord, or tenant. The external influence may be temporary or permanent. (Dictionary)

Extraordinary Assumption
An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:
• It is required to properly develop credible opinions and conclusions;
• The appraiser has a reasonable basis for the extraordinary assumption;
• Use of the extraordinary assumption results in a credible analysis; and
• The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. (USPAP)

Fair Market Value
In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. (Dictionary)

Feasibility Analysis
A study of the cost-benefit relationship of an economic endeavor. (USPAP)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (Dictionary)

Floor Area Ratio (FAR)
The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. (Dictionary)

Functional Obsolescence
The impairment of functional capacity of improvements according to market tastes and standards. (Dictionary)

Functional Utility
The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)
Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-concern
An established and operating business having an indefinite future life. (Dictionary)

Going-concern Value
An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern or market value of the total assets of the business. (Dictionary)

Gross Building Area (GBA)
Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. (Dictionary)

Gross Leasable Area (GLA) - Commercial
Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from

Valuation Glossary

Valuation & Advisory Services

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

the center of joint partitioning to the outside wall surfaces. (Dictionary)

Gross Living Area (GLA) - Residential
Total area of finished, above-grade residential area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) (Dictionary)

Highest & Best Use
The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for that asset when formulating the price that it would be willing to bid (IVS). (Dictionary)

Hypothetical Condition
A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Income Capitalization Approach
In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. (14th Edition)

Incurable Functional Obsolescence
An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. (Dictionary)

Indirect Costs
Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called soft costs. (Dictionary)

Insurable Replacement Cost
The cost estimate, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). (Dictionary)

Interim Use
The temporary use to which a site or improved property is put until a different use becomes maximally productive. (Dictionary)

Investment Value
The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

Liquidation Value
The most probable price that a specified interest in real property should bring under the following conditions:
1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Leased Fee Interest
The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. (Dictionary)

Leasehold Interest
The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

Legally Nonconforming Use
A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a grandfathered use. (Dictionary)

Market Area
The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas. (Dictionary)

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary)

Market Study
An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. (Dictionary)

Market Value (Most Common Non-FRT)
The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. (Dictionary)

Market Value (Interagency Guidelines)
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; andthe price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

Marketability Analysis
The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property.(Dictionary)

Neighborhood Analysis
The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. (Dictionary)

Net Operating Income (NOI)
The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). (14th Edition)

Obsolescence
One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary)

Off-site Costs
Costs incurred in the development of a project, excluding on-site costs such as grading and construction of the building and other improvements; also called common costs or off-site improvement costs. (Dictionary)

On-site Costs
Costs incurred for the actual construction of buildings and improvements on a particular site. (Dictionary)

Overage Rent
The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. (14th Edition)

Overall Capitalization Rate (OAR)
The relationship between a single year's net operating income expectancy and the total property price or value. (Dictionary)

Parking Ratio
The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances.(Dictionary)

Potential Gross Income (PGI)
The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Potential Gross Income Multiplier (PGIM)
The ratio between the sale price (or value) of a property and its annual potential gross income. (Dictionary)

Present Value (PV)
The value of a future payment or series of future payments discounted to the current date or to time period zero. (Dictionary)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. (Dictionary)

Qualitative Adjustment
An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. (Dictionary)

Quantitative Adjustment
A numerical (dollar or percentage) adjustment to the indicated value of the comparable property to account for the effect of a difference between two properties on value. (Dictionary)

Rentable Area
The amount of space on which the rent is based; calculated according to local practice. (Dictionary)

Replacement Cost
The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost
The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion
A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sales Comparison Approach
The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. (Dictionary)

Scope of Work
The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

- The extent to which the property is identified;
- The extent to which tangible property is inspected;
- The type and extent of data researched; and
- The type and extent of analysis applied to arrive at opinions or conclusions. (USPAP)

Superadequacy
An excess in the capacity or quality of a structure or structural component; determined by market standards. (Dictionary)

Surplus Land
Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another

CONTACT DETAILS

Agriculture
DIR +1 559 256 0156
MAIN +1 559 221 1271

Colliers International
7485 N Palm Avenue,
Suite 110
Fresno, CA 93711

www.colliers.com

use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Tenant Improvements (TIs)
1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary)

Triple Net Lease
An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

Usable Area
The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. (Dictionary)

Useful Life
The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. (Dictionary)

Vacancy and Collection Loss
A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. (Dictionary)

Yield Capitalization
A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. (Dictionary)



Valuation & Advisory Services

Services Offered

Single Asset Valuation
Portfolio Valuation
Institutional Asset Valuation
Loan Pool Valuation
Appraisal Review
Appraisal Management
Lease and Cost Analysis
Insurance Valuation
Arbitration & Consulting
Feasibility Studies
Investment Analysis
Highest and Best Use Studies
Tax Appeals
Litigation Support
Segregated-Cost Analysis

Experience That Counts

Office
Industrial
Retail
Multifamily
Mixed-Use Properties
Senior Housing
Land
Self-Storage
Manufactured Housing
Agriculture
Net Lease
Hospitality
Health Care
Subdivisions
Embassies & Consulates
GSA Properties
Special Use Properties
Telecommunications

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers' unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

Professionals

Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

Technology

Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

Information

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers International's Valuation and Advisory reports give our clients the information they need to make better business decisions.

Valuation & Advisory Services National Leadership

US Leadership
Jeremy Walling, MAI, MRICS
Executive Vice President
Jeremy.Walling@colliers.com
+1 312 371 4920

National Client Services
Jerry Gisclair MAI, MRICS
EMD | National Client Services
Jerry.Gisclair@colliers.com
+1 813 871 8531

Region & Market Leaders

Albuquerque
Conner Marshall, MAI
Sr. Valuation Services Director
Conner.Marshall@colliers.com
+1 505 880 7053

Austin
Jay Lefevers, MAI
Managing Director
Jay.Lefevers@colliers.com
+1 602 770 4530

Atlanta
Leamon Holliday, MAI
Managing Director
Leamon.Holliday@colliers.com
+1 404 892 3526

Baltimore
Zachary Smith, MAI
Associate Managing Director
Zachary.Smith@colliers.com
+1 443 602 8985

Birmingham
Tim Rau, MAI
Managing Director
Tim.Rau@colliers.com
+1 205 541 1439

Boise
John Campbell, MAI
Sr. Valuation Services Director
John.Campbell@colliers.com
+1 206 965 1129

Boston
Chris Stickney, MAI
Associate Managing Director
Chris.Stickney@colliers.com
+1 617 330 8171

Buffalo
James Murrett, MAI, SRA
Executive Managing Director
Jim.Murrett@colliers.com
+1 716 312 7790

Charleston
Curt McCall, Jr., CRE, MAI
Executive Managing Director
Curt.McCall@colliers.com
+1 843 442 1915

Charlotte
Chris Johnson, MAI, SRA, AI-GRS
Managing Director
Christopher.Johnson@colliers.com
+1 704 409 2374

Chicago
Nancy Myers, MAI
Managing Director
Nancy.Myers@colliers.com
+1 312 602 6159

Cincinnati
Brian Graham, MAI, CCIM
Senior Valuation Specialist
Brian.Graham@colliers.com
+1 513 200 9735

Cleveland
Jacob Roehl
Senior Valuation Specialist
Jacob.Roehl@colliers.com
+1 303 915 5165

Columbus
Christian Smith, MAI
Managing Director
Christian.Smith@colliers.com
+1 614 437 4684

Dallas
Tom Bogdon, MAI, R/W-AC, MRICS
EMD | Southcentral Region
Thomas.Bogdon@colliers.com
+1 214 217 9338

Denver
Jonathan Fletcher, MAI
Managing Director
Jon.Fletcher@colliers.com
+1 303 779 5500

Destin
Kevin Branton
Senior Valuation Specialist
Kevin.Branton@colliers.com
+1 850 460 1202

Detroit
David Abraham, MAI, SRA
Managing Director
David.Abraham@colliers.com
+1 248 226 1872

Fayetteville
Curt Smith, MAI
Valuation Services Director
Curt.Smith@colliers.com
+1 479 202 5932

Fresno
John Larson, MAI
Sr. Valuation Services Director
John.Larson@colliers.com
+1 559 221 1271

Grand Rapids
Will Fowler, MAI
Valuation Services Director
Will.Fowler@colliers.com
+1 616 988 5843

Hawaiian Islands
Bobby Hastings, MAI, MRICS
Managing Director
Bobby.Hastings@colliers.com
+1 808 200 5603

Houston
Paula Thoreen, MAI, CRE
Executive Managing Director
Paula.Thoreen@colliers.com
+1 713 835 0081

Indianapolis
Nancy Myers, MAI
Managing Director
Nancy.Myers@colliers.com
+1 312 602 6159

Irvine
John Park, MAI
Sr. Valuation Services Director
John.Park@colliers.com
+1 949 751 2706

Jacksonville
Patrick Phipps, MAI
Managing Director
Patrick.Phipps@colliers.com
+1 904 861 1114

Kansas City
Alex Hoenig, MAI
Associate Managing Director
Alex.Hoenig@colliers.com
+1 816 419 3561

Las Vegas
Evan Ranes, MAI, ASA, R/W-AC
Managing Director
Evan.Ranes@colliers.com
+1 702 836 3749

Little Rock
Joshua Smith, MAI, MRICS
Managing Director
Joshua.Smith@colliers.com
+1 501 219 8546

Los Angeles
Casey Merrill, MAI, ASA, FRICS
EMD | Southwest Region
Casey.Merrill@colliers.com
+1 213 417 3315

Miami
Ralph Peña, III, MAI
Managing Director
Ralph.Pena@colliers.com
+1 786 517 4855

Milwaukee
Karen Dabek, MAI
Sr. Valuation Services Director
Karen.Dabek@colliers.com
+1 312 602 6158

Minneapolis
Karen Dabek, MAI
Sr. Valuation Services Director
Karen.Dabek@colliers.com
+1 312 602 6158

Nashville
Patrick Gibson, MAI, CCIM
Managing Director
Patrick.Gibson@colliers.com
+1 615 610 4728

New Orleans
Jason Lindsey, MAI
Valuation Services Director
Jason.Lindsey@colliers.com
+1 504 717 1926

New York
Tony O'Sullivan, MAI, MRICS
Executive Managing Director
Tony.OSullivan@colliers.com
+1 212 207 8057

New York (upstate)
Anthony Palma, MAI, MRICS
Sr. Valuation Services Director
Anthony.Palma@colliers.com
+1 518 788 8108

Ontario
Casey Merrill, MAI, ASA, FRICS
EMD | Southwest Region
Casey.Merrill@colliers.com
+1 213 417 3315

Orlando
Chuck Buhler, MAI, CCIM
Managing Director
Chuck.Buhler@colliers.com
+1 407 362 6155

Philadelphia
Albert Crosby, MAI
Associate Managing Director
Albert.Crosby@colliers.com
+1 215 928 7526

Phoenix
Michael Brown
Associate Managing Director
Michael.Brown@colliers.com
+1 602 222 5166

Pittsburgh
Bruce Nell, MAI, AI-GRS, MRICS
EMD | National Practices
Bruce.Nell@colliers.com
+1 614 437 4687

Portland/Vancouver
Jeremy Snow, MAI
Managing Director
Jeremy.Snow@colliers.com
+1 503 542 5409

Raleigh
Chris Johnson, MAI, SRA, ASA
Managing Director
Christopher.Johnson@colliers.com
+1 704 409 2374

Reno
Rebekah Dunn, MAI
Sr. Valuation Services Director
Rebekah.Dunn@colliers.com
+1 916 724 5508

Richmond
Chris Johnson, MAI, SRA, AI-GRS
Managing Director
Christopher.Johnson@colliers.com
+1 704 409 2374

Sacramento
Scott Shouse, MAI
Managing Director
Scott.Shouse@colliers.com
+1 916 724 5532

Salt Lake City
John Blaser, MAI
Managing Director
John.Blaser@colliers.com
+1 385 249 5440

San Diego
Rob Detling, MAI
Managing Director
Rob.Detling@colliers.com
+1 858 860 3852

San Francisco
Vathana Duong, MAI
Managing Director
Vathana.Duong@colliers.com
+1 415 288 7854

San Jose
Jeff Shouse, MAI, CRE
EMD | National Practices
Jeff.Shouse@colliers.com
+1 916 724 5531

Sarasota
Justin Butler, MAI
Managing Director
Justin.Butler@colliers.com
+1 941 210 5004

Seattle
Reid Erickson, MAI
EMD | Northwest Region
Reid.Erickson@colliers.com
+1 206 965 1106

St. Louis
Kate Spencer, MAI
Managing Director
Kate.Spencer@colliers.com
+1 214 558 9953

Tampa
PJ Cusmano, MAI, MRICS
EMD | Florida Region
PJ.Cusmano@colliers.com
+1 813 229 1599

Washington DC
Bruce Nell, MAI, AI-GRS, MRICS
EMD | National Practices
Bruce.Nell@colliers.com
+1 614 437 4687

Practice Group Leaders

Agriculture
Ben Slaughter, ARA
Sr. Valuation Services Director
Benjamin.Slaughter@colliers.com
+1 559 256 0156

Healthcare
Justin Butler, MAI
Managing Director
Justin.Butler@colliers.com
+1 941 210 5004

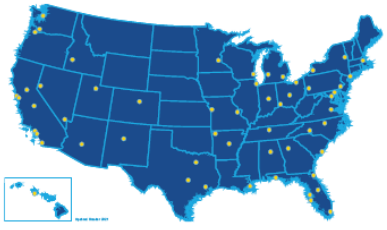
Institutional
Paula Thoreen, MAI, CRE
Executive Managing Director
Paula.Thoreen@colliers.com
+1 713 835 0081

Manufactured Housing
Bruce Nell, MAI, AI-GRS, MRICS
EMD | National Practices
Bruce.Nell@colliers.com
+1 614 437 4687

Multifamily
John Jordan, MAI
Executive Managing Director
John.Jordan@colliers.com
+1 214 217 9328

ROW/Eminent Domain
Tom Bogdon, MAI, R/W-AC, MRICS
Executive Managing Director
Thomas.Bogdon@colliers.com
+1 214 217 9338

Self-Storage
Jeff Shouse, MAI, CRE
EMD | National Practices
Jeff.Shouse@colliers.com
+1 916 724 5531



Appraisal of Real Property



± 22.05 Acres of Vacant Land

Four Contiguous Parcels (APN: 0300-451-13, 14, 24, & 25)
Generally Located on the South Side of Helen Drive at Bruder Lane
Redlands, California, 92373
Owner Reference: Macknet
As-Is Date of Value: 10/31/2022

Prepared For:
City of Redlands
C/o Mr. Chris Boatman
Assistant City Manager
35 Cajon Street
Redlands, CA 92373
E-Mail : Cboatman@cityofredlands.org

Prepared By:
Towers & Associates
James G. Towers, MAI, AI-GRS, CCIM
P.O. Box 7783
Redlands, CA 92375
Office: (909 335-1735
Mobile:(909) 223-9328
E-Mail: jtowers@live.com

Towers & Associates
James G. Towers, MAI, AI-GRS, CCIM
P.O. Box 7783
Redlands CA 92375
Voice: (909) 335-1735
Mobile : (909) 223-9328
E-mail: jtowers@live.com

November 1, 2022

City of Redlands
c/o Mr. Chris Boatman
Assistant City Manager
35 Cajon Street
Redlands, CA 92373
E-Mail: cboatman@cityofredlands.org

RE: Appraisal of Real Property
± 22.05 Acres of Vacant Land
Four Contiguous Parcels (APN: 0300-451-13, 14, 24, & 25)
Generally Located on the South Side of Helen Drive at Bruder Lane
Redlands, California, 92373
Owner Reference: Macknet

Dear Mr. Boatman,

As requested, I have prepared an appraisal of the real property referenced above. The value reported herein is subject to the assumptions and limiting conditions described in the accompanying report. This report has been prepared under the Appraisal Report option in accordance with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). I have personally performed the inspection and analysis that form the basis of this report.

I have personally performed the inspection and analysis that form the basis of this report. The property being appraised consists of four contiguous “tax parcels” of land totaling approximately 23.51 acres (gross). The land is zoned Specific Plan (SP-59), which allows for a low-density residential development. The property has a generally rolling to steep-slope topography with the potential for future residential home development. The provided Tentative Tract Map No. 20011 depicts a six-lot subdivision with an overall residential density of 3.92 lots per gross acre. However, this TTM No. 20011 is not approved. As it currently exists, the subject’s four lots will allow four permitted homes (one on each site) according to the land use plan for SP-59. The land is further described within the body of this report.

This appraisal report contains or considers only those recognized appraisal methods and techniques that are necessary to produce a credible appraisal. This appraisal report has been prepared in compliance with: 1) Uniform Standards of Professional Appraisal Practice ("USPAP"), promulgated by the Appraisal Standards Board of the Appraisal Foundation and 2) State laws for valuing properties for public acquisitions including the Uniform Act, 49 CFR part 24, subpart B-Real Prpoerty Acquisition.

Based on the investigation and analysis described, and subject to the assumptions and limiting conditions set forth in this report, the **Fair Market Value of the Fee Simple interest in the subject's real property, as of October 31, 2022 is**:

EIGHT HUNDRED EIGHTY-TWO THOUSAND DOLLARS
$882,000

- **Extraordinary Assumptions: None**
- **Hypothetical Conditions: None**

The accompanying report, of which this letter is a part, contains summary discussions of the data, reasoning, and analysis that were used to develop the opinion of value. It also includes summary descriptions of the subject property, the property's locale, the market for the property type, and the appraisers' opinion of highest and best use.

This report has been prepared for the sole use and benefit of the **City of Redlands.** Neither this report, nor any of the information contained herein, shall be used or relied upon by any person or entity other than those authorized by the **City of Redlands.**

I appreciate the opportunity to be of service to you and look forward to future consultations at your request.

Respectfully Submitted,

James G. Towers, MAI, AI-GRS, CCIM
Principal – Towers & Associates
Certified General Real Estate Appraiser
California BREA Appraiser Identification Number AG003282, Expires 6/7/2024

TABLE OF CONTENTS

EXECUTIVE SUMMARY OF APPRAISAL DATA AND CONCLUSIONS ---- 1
EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS ---- 2
HYPOTHETICAL CONDITIONS ---- 2
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS ---- 3

INTRODUCTION
- Scope of the Appraisal ---- 5
- Property Rights Appraised ---- 6
- Identification of Client and Intended Users of the Report ---- 7
- Intended Use of the Report ---- 7
- Purpose of the Appraisal ---- 7
- Function of the Appraisal ---- 7
- Prior Appraisals ---- 8
- Definition of Market Value ---- 8

PROPERTY IDENTIFICATION
- Legal Description, ---- 9
- Owner(s) of Record ---- 9
- Recent Sale History ---- 9
- Tax and Assessment Analysis ---- 12

REGIONAL DESCRIPTION ---- 12

COMMUNITY / NEIGHBORHOOD DESCRIPTION ---- 18

MARKET OVERVIEW ---- 21

SITE DESCRIPTION AND ANALYSIS ---- 26

HIGHEST AND BEST USE ---- 47

VALUATION ---- 50

DIRECT SALES COMPARISON APPROACH ---- 51

RECONCILIATION AND CONCLUSION OF FAIR MARKET VALUE ---- 66

MARKETING AND EXPOSURE TIME ---- 67

CERTIFICATION ---- 68

QUALIFICATIONS OF APPRAISER ---- 70

ADDENDA ---- 72

EXECUTIVE SUMMARY OF APPRAISAL DATA & CONCLUSIONS	
Address / Location	South Side of Helen Court at Bruder Lane, Redlands, CA
County:	San Bernardino
APN:	0300-451-13, 14, 24, & 25
Census Tract	85.00
Land / Site Area	± 22.05 acres (gross)
Zoning	SP59 (Specific Plan)
Flood Zone Map Panel Date Map Panel Printed	**Zone "X"** Map No. 0602798719H 8/28/2008
Highest & Best Use	Hold for future residential use
Property Type	Vacant residential land
No. of Tenants / Occupants	None
Building Area (SF)	None
Coverage	N/A
Floor Area Ratio (FAR)	N/A
Current Occupancy	N/A
Effective Date of Value	10/31/2022
Most Recent Date of Inspection	10/31/2022
Date of Report	11/01/2022
Personal Property (FF&E) Included	None
Cost Approach	Excluded
Sales Comparison Approach	$882,000
Income Approach	Excluded
Concluded Fair Market Value	**$882,000**
Allocation of Value APN: 0300-451-13 3.20 Acres x $40,000 APN: 0300-451-14: 2.50 Acres x $40,000 APN: 0300-451-24: 8.57 Acres x $40,000 APN: 0300-451-25: 7.78 Acres x $40,000	 $128,000 $100,000 $342,800 $311,200
Interest Appraised	Fee Simple Estate
Net Operating Income @ Stabilization	N/A
Exposure Time	12 Months
Marketing Time	12 Months

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

An extraordinary assumption is defined as:

> *"An assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions."*[1]

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Extraordinary assumptions utilized in this appraisal include:

1. None.

The use of extraordinary assumptions may have affected the appraisal assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as:

> *"A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."*[2]

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Hypothetical conditions utilized in this report include:

1. None.

The use of hypothetical conditions may have affected the appraisal assignment results.

[1] USPAP 2014-2015
[2] USPAP 2104-2015

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This report has been made with the following assumptions and limiting conditions. They are critical to the analysis and conclusion contained in this report.

1. This ***Appraisal Report*** is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPSP). As such, it may not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. All proposed improvements are assumed to have been fully completed in a workmanlike manner unless otherwise stated. All proposed construction is assumed to conform to the plans and specifications listed in the appraisal report.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. Encumbrances always considered and included in the valuation, where they exist, are: real estate taxes, easements, CC&R's, typical financing (comparable to cash in U. S. dollars), purchase options or sale agreements, signed leases, and unpaid bond debt.

4. Unless otherwise stated in this report, the existence of hazardous substances, including (without limitation) asbestos, mold, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraisers become aware of such during the inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The value estimate is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

5. Responsible ownership and competent property management are assumed.

6. Information furnished by others is believed to be reliable if it cannot be independently verified by the appraisers (e.g., rent rolls, lease abstracts, operating income and expense histories, etc.). However, no warranty is expressed or implied for the accuracy of such.

7. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

8. All engineering is assumed to be correct. The plot plans and other illustrative material in this report are included only to assist the reader in visualizing the property.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated, defined, and considered in the report.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government, or regulatory agency, or private entity or organization have been or can be obtained or renewed for any use on which the value estimate in this report is based.

12. It is assumed that all entitlements required for development of this property, if applicable, have been or can be obtained.

13. Unless otherwise stated, it is assumed that all public utilities, including--but not limited to--electrical service, natural gas, domestic water supplies, waste water disposal, storm drainage facilities, and telephone service, are available.

14. The appraisers assume that the reader(s) or user(s) of this report has been provided with copies of available building plans, and leases and amendments, if any, encumbering the property.

15. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short term supply and demand factors and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.

16. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

INTRODUCTION

SCOPE OF THE APPRAISAL

This is an ***Appraisal Report,*** which is prepared under the reporting requirements set forth in Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The report includes discussions of the data, reasoning, and analysis that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and the appraiser's opinion of highest and best use. Any data and analysis not presented in the summary appraisal report can be obtained from the appraiser's work file(s) upon request.

Prior to accepting this assignment, the appraiser and client have together identified the appraisal problem to be addressed as being the determination of the following value conclusions:

- **As-Is Fair Market Value (Fee Simple)**

In compliance with the Competency Rule of USPAP, this appraiser has the knowledge and experience to complete the assignment competently.

The subject property was visually inspected along with its environs and relevant market data. The appraiser's inspection of the subject property involved the following:

- The appraiser, James Towers, conducted a visual inspection from paved roadways as well as walking portions of the site. The property was also viewed via an aerial drone. Satellite imaging was also examined. No other specialized equipment was used in the inspection of the property.
- The inspection of the comparable data is typically limited to what can be visually observed from the public street and satellite imaging.
- The effective date of the As-Is Fair Market Value is the last date of physical inspection by the appraiser.
- The subject's site area was determined from the provided tentative tract map, which was verified as reasonable using assessor's parcel maps.
- Site specifications were determined from the onsite visual inspection and conversations with the property owner's representative and officials from the city of Redlands.
- Public sources have been utilized to determine the property's existing zoning and/or to confirm the status of any proposed changes to the zoning.

This appraisal includes the following approaches to value:

- Sales Comparison Approach

Approaches to value that have been omitted from the valuation include:

- Cost Approach and Income Approach have both been excluded as being the least applicable approaches to value. To complete either a Cost Approach or an Income approach would not add to the reliability of the final value conclusion.

Existing lease contract(s) and any other encumbrances affecting the subject's value and/or marketability were analyzed in arriving at the concluded estimate(s) of the current market value of the identified property rights, as appraised under the stated valuation premise(s).

The market data collected, evaluated, and analyzed in the valuation of the subject property included site sales data, construction cost data, market rental information (rates, terms, etc.), market expense data, and sales of comparable improved properties, as applicable. Market trends, including the supply of, and demand for, competing properties of this type in the subject's market area were also analyzed. All data has been obtained from sources that the appraiser deems reliable. Where possible and practical, the data has been verified with more than one source including the principals and/or agents involved in the transaction. Public records may also have been used as a source of verification.

This appraisal is intended to comply fully with:

- The current Uniform Standards of Professional Appraisal Practice ("USPAP") promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- Appraisal Institute Standards of Professional Appraisal Practice.
- State laws for valuing properties for public acquisitions including the Uniform Act, 49 CFR part 24, subpart B-Real Prpoerty Acquisition.

PROPERTY RIGHTS APPRAISED

The valuation of the appraised property pertains only to the land and improvements, and does not include any fixtures, equipment, or personal property located on the premises.

The analysis reflects that of the **Fee Simple Estate**; defined as:

"..absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[3]

[3] The Appraisal of Real Estate. 11th Edition; Appraisal Institute, (Appraisal Institute, 1992, Chicago Illinois), Page 137.

IDENTIFICATION OF CLIENT AND INTENDED USERS OF THE REPORT

The Client and intended user of this report is identified as being the **City of Redlands.** Other potential users of this report include the client's affiliates or others specifically designated by the **City of Redlands.**

INTENDED USE OF THE REPORT

The intended use of this report is to establish Fair Market Value for the potential acquisition by the city of Redlands.

According to information provided by the client, the City of Redlands has put forth a proposal before the Redland's Planning Commission to acquire the subject property. The city's proposed use will be to construct two large water reservoirs tanks to be owned and maintained by the Municipal Utilities & Engineering Department, for domestic water service to residents and businesses in Redlands. The tanks are expected to total approximately ±14 million gallons (±7 million gallons each) and would be constructed at the upper elevation of the parcels. These two tanks will replace an existing smaller tank on an adjacent site currently owned by the city. Reportedly, the site will be excavated with the proposed tanks being partially below grade.

The city has entered into negotiations with the current ownership (Macknet) for the purchase of the property. According to information provided by the client, as part of the negotiations, the city may enter into a short-term lease for Lot 3 to construct a temporary tank until the acquisition and construction can be finalized.

As requested by the client, the fee simple interest is appraised. Therefore, any potential impact of a short-term lease has been disregarded for purposes of this appraisal. Furthermore, in accordance with State laws for valuing properties for public acquisitions including the Uniform Act, 49 CFR part 24, subpart B-Real Prpoerty Acquisition, the appraiser has disregarded any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired.

PURPOSE OF THE APPRAISAL

The purpose of this report is to provide an estimate of the Fair Market Value of the indicated interest in the subject real property

FUNCTION OF THE APPRAISAL

This report is to function as an impartial, independent, opinion of market value for the exclusive use of the client.

PRIOR APPRAISALS AND/OR OTHER SERVICES

Prior to completion of this appraisal assignment, this appraiser **has not** completed any appraisals or other services that involved the subject property during the **three-year period** immediately preceding the agreement to perform this assignment. However, a prior appraisal report dated May 31, 2019, was completed by this appraiser for Kenneth D. Macknet & Elaine Macknet. This prior report provided a retrospective date of value of April 2, 2018. The intended use of this prior report was for estate purposes.

DEFINITION OF MARKET VALUE

In this appraisal report, "Fair Market Value" is defined and qualified as:

The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includable in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account, the location of the item wherever appropriate. Regulation S20.2031-1.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. *Buyer and seller are typically motivated;*

b. *Both parties are well informed or well advised, and acting in what they consider their own best interests;*

c. *A reasonable time is allowed for exposure in the open market;*

d. *Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and,*

e. *The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison s to financing terms offered by a third party institution lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar costs of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

(Source: Code of Regulations 12 CRF 563.17 – la and 571.1b, adopted December 21, 1987.)

PROPERTY IDENTIFICATION

LEGAL DESCRIPTION

The appraiser was not provided with a preliminary title report to aid in the determination of the legal description. The following legal description was obtained from the provided Tentative Tract Map:

PARCELS 1 THROUGH 4 OF PARCEL MAP NO. 5422, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 133 OF MAPS, PAGES 98 THROUGH 100, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO TOGETHER WITH THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 4750, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 OF MAPS, PAGES 100 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4, THENCE NORTH 0°50'53" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 382.86 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4;

THENCE SOUTH 30°19'57" EAST, A DISTANCE OF 123.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°09'13", AN ARC LENGTH OF 127.96 FEET;

THENCE SOUTH 03°10'44" EAST, A DISTANCE OF 56.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 480.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°09'06", AN ARC LENGTH OF 344.75 FEET;

THENCE SOUTH 89°09'07" WEST, A DISTANCE OF 228.94 TO A POINT ON THE EASTERLY LINE OF PARCEL 3 OF SAID PARCEL MAP NO. 5422;

THENCE NORTH 0°50'53" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 213.05 FEET TO THE POINT OF BEGINNING.

OWNER(S) OF RECORD

According to the public records, title to the subject property is currently vested in:

Kenneth D. Macknet and Elaine Macknet

RECENT SALES HISTORY

Public records, MLS data, and other available on-line information were utilized to research the past five year's sales history.

No arm's-length sale transactions are known to have occurred over the prior five-year reporting period.

The subject property was offered for sale between 5/23/2021 and ending 10/20/2022 (515 days). The listing price started at $2,000,000 and was reduced to $1,795,000 on 6/02/2022. The listing agent was Clifford Rice with Century 21 Top Producers. According to Mr. Rice, there were only "light" interest in the property during the marketing period, generating two offers, neither of which were accepted by the seller. Reportedly, one offer was from a developer looking to build multiple homes and one was from an individual who wanted the property as a single estate. The offer prices were not disclosed.

The subject property is not currently known to be listed for sale nor under contract.

PROSPECTIVE ACQUISITION

According to information provided by the client, the City of Redlands has put forth a proposal before the Redland's Planning Commission to acquire the subject property. The city's proposed use will be to construct two large water reservoirs tanks to be owned and maintained by the Municipal Utilities & Engineering Department, for domestic water service to residents and businesses in Redlands. The tanks are expected to total approximately ±14 million gallons (±7 million gallons each) and would be constructed at the upper elevation of the parcels. These two tanks will replace an existing smaller tank on an adjacent site currently owned by the city. Reportedly, the site will be excavated with the proposed tanks being partially below grade.

The city has entered into negotiations with the current ownership (Macknet) for the purchase of the property. According to information provided by the client, as part of the negotiations, the city may enter into a short-term lease for Lot 3 to construct a temporary tank until the acquisition and construction can be finalized.

Negotiations are ongoing between the City and the Macknet family. This appraisal is intended for use as part of the negotiations. As requested by the client, the fee simple interest is appraised. Therefore, any potential impact of a short-term lease has been disregarded for purposes of this appraisal. Furthermore, in accordance with State laws for valuing properties for public acquisitions including the Uniform Act, 49 CFR part 24, subpart B-Real Prpoerty Acquisition, the appraiser has disregarded any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired.

TAX AND ASSESSMENT ANALYSIS

Privately held real estate is subject to taxation as determined by the County Assessor's office. The county agency collects taxes on behalf of the following entities: the County, most of the county's incorporated cities, school districts, and all other taxiing agencies located in the county including special districts (e.g. flood control districts, sanitation districts, etc.). Property taxes are limited by state law to 1% of the assessed value plus voter-approved obligations and special assessments. If no sale or transfer occurs or now new building takes place, assessments may not increase by more than 2% annually.

The following is a summary of the current fiscal year property taxes.

Tax Summary								
APN	Assessed Land	Assessed Improvement	Total Taxable Value	Base Tax Rate	Base Taxes	Special Assessments	Total Taxes	Overall Tax Rate
0300-451-13	$63,557	$0	$63,557	0.012029	$764.53	$1.29	$765.82	0.012049
0300-451-14	$49,653	$0	$49,653	0.012029	$597.28	$1.28	$598.56	0.012055
0300-451-24	$162,332	$0	$162,332	0.012029	$1,952.69	$1.29	$1,953.98	0.012037
0300-451-25	$147,339	$0	$147,339	0.012029	$1,772.34	$1.29	$1,773.63	0.012038
Totals	**$422,881**	**$0**	**$422,881**	**0.012029**	**$5,086.84**	**$5.15**	**$5,091.99**	**0.012041**

Upon a market sale transaction, the property would be reassessed at market value. The effective tax rate is/ will be typical for the market area and is not expected to impact the marketability of the property.

REGIONAL DESCRIPTION

The subject property is located in Riverside County, one of the six counties, which comprise the Southern California Region. San Bernardino, Ventura, Los Angeles, Orange, and San Diego are the remaining counties that make up the region. These six counties have been, and continue to be, interdependent upon one another for a variety of goods and services.

The subject is located in the Standard Metropolitan Statistical Area (SMSA) commonly referred to as the "Inland Empire" region. The Inland Empire consists primarily of the two counties of San Bernardino and Riverside. Combined, these two counties encompass more than 27,300 square miles, making it the largest SMSA, in terms of land area, in the United States.

The Inland Empire has historically been in the direct path of growth from the greater Los Angeles and Orange County areas. Over the past five decades, the region has experienced a rapid growth rate, ranking as one of the fastest growing regions in the Country. The rapid growth can be attributed in part to affordable real estate in comparison to neighboring Los Angeles and Orange County, an abundance of vacant land available for development, and an extensive network of freeways. The freeway system provides business with the infrastructure necessary for moving goods and services and also allows workers to live in Riverside and San Bernardino counties to commute to the urban employment centers of Los Angeles and Orange County.

Population and Growth

According to U.S. Census statistics, the Inland Empire was officially the fastest-growing region in the State of California between the years 1990 and 2000 and again from 2000 to 2010. Riverside County reportedly grew the fastest of any county in the state (with minimum size threshold of one million populations) while San Bernardino ranked as the third fastest growing county. **According to the January 2021 figures, Riverside County had a population of 2.45 million which reflects a 10.78% increase over the 2010 figures. San Bernardino County's January 2021 population figure was reported at 2.18 million which reflect a 6.47% increase over the 2010 figures**.

The overall rate of growth for the region slowed considerably since the start of the recession in 2007. Even so, the 2019 population figure of 4.63 million for the two-county region makes it more populous than 25 of the nation's 50 states.

Transportation / Access

The Inland Empire has evolved as a primary transportation and distribution hub for all of Southern California. The area's excellent freeway network, major railroad facilities, and international airport, all provide the ability to process and distribute goods throughout Southern California region and beyond. Interstate 15, 215, and 10 along with State Routes 91, 60, and 210, bisect the region and provide direct access to Los Angeles, Orange, and San Diego Counties, as well as the neighboring states of Nevada and Arizona. Nearly all truck cargo entering or leaving Southern California passes through the Inland Empire. Transportation officials estimate that 35% of all container cargo in the

United States passes through the interstate 10 and Interstate 15 corridors. The transcontinental I-10 serves the southern tier of the United States by providing the main east-west link from Santa Monica and Greater Los Angeles in the west to Jacksonville in the east. Major cities served by I-10 include Los Angeles California; Phoenix Arizona; El Paso Texas; San Antonia Texas; Houston Texas; New Orleans Louisiana; and Jacksonville Florida. The Interstate-10 is one of the three coast-to-coast Interstates in the U.S. (the others being Interstates 80 and 90).

LA / Ontario International Airport (ONT) located in Ontario, is the main airport facility serving the Inland Empire. ONT is a full-service origin and destination airport with commercial jet service to every major city in the United States in addition to serving several foreign countries with direct flights. ONT completed construction of a $270 million expansion project in 1998. The expansion project included two new terminals and can now accommodate up to 10 million passengers a year. Passenger traffic along with air cargo traffic at ONT increased steadily between 1998 and 2006 when it reached its peak. In 2005 / 2006, 7.2 million passengers (includes both arrivals and departures) used the airport and 561,756 tons of air freight was shipped. In terms of cargo, the ONT is second only to LAX in Southern California and has the 15th largest cargo volume in the U.S. With the onset of the recession, both passenger volume and cargo levels dropped dramatically; however, as the economy recovered so did the cargo and passenger traffic at ONT. The following chart summarizes both cargo and passenger traffic for 2018 and 2019.

	December 2019	December 2018	% Change	YTD 2019	YTD 2018	% Change
Passenger Traffic						
Domestic	485,086	416,529	16.5%	5,279,722	4,888,011	8.0%
International	29,703	24,644	20.5%	304,010	227,883	33.4%
Total	514,789	441,173	16.7%	5,583,732	5,115,894	9.1%
Air Cargo (Tons)						
Freight	88,228	74,691	18.1%	760,045	723,016	5.1%
Mail	832	1,031	-19.4%	21,948	28,513	-23.0
Total	89,060	75,722	17.6%	781,993	751,529	4.1%

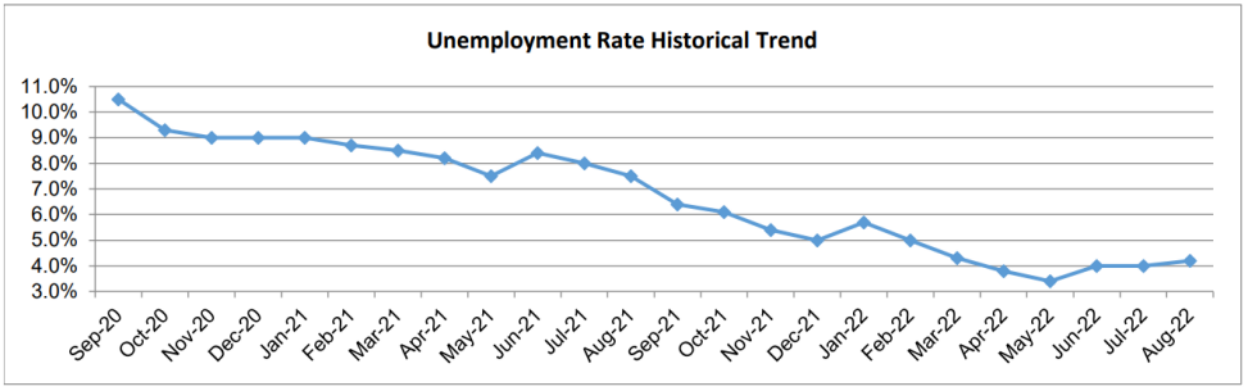
Regional Economic Indicators

The two-county Inland Empire economy easily outperformed the state and national economies between 1997 and 2007. However, with the downturn in the housing market coupled with the global credit crisis, the U.S. economy officially slipped into recession in December 2007, followed by the Inland Empire in early 2008. According to published government reports, the recession officially ended on a National level in June 2009, making it the longest recession since World War II. Most experts agree that Inland Empire has been in recovery mode over the past 10 years and has experienced dramatic improvement in virtually every sector of the market.

The Inland Empire led California in job growth over the past two decades. From 1990 thru 2006, the Inland Empire added 549,392 new jobs. As the recession set in, the region

reported its first job losses in over a decade with 7,300 jobs lost during 2007 and another 76,500 jobs lost in 2008, and another 36,500 lost in 2009 according to recent state Employment Development Department figures. The 2008/ 2009 job losses were more than 10 times worse than the worst year on record. The 160,000 jobs lost between 2008 and mid-2010 was approximately 12.5% of the region's workforce.

Toward the end of 2011, the unemployment rate in the region started to show improvement, declining from a record high of 15.1% in July 2010 down to a 31-month low of 12.2% in December 2011. Subsequently, the unemployment rate has bounced around but had generally continued to improve, however due to the onset of the Covid-19 pandemic nationally the unemployment rate spiked**. The unemployment rate in the Riverside-San Bernardino-Ontario MSA was 4.2 percent in August 2022, up from a revised 4.0 percent in July 2022, and below the year-ago estimate of 7.5 percent. This compares with an unadjusted unemployment rate of 4.1 percent for California and 3.8 percent for the nation during the same period. The unemployment rate was 4.3 percent in Riverside County, and 4.2 percent in San Bernardino County. Between August 2022 and September 2022, total nonfarm employment increased from 1,653,800 to 1,663,100, an increase of 9,300 jobs. Agricultural employment decreased by 3,400 jobs over the month. Between August 2021 and August 2022, total nonfarm employment increased by 89,300 (up 5.7 percent). Agricultural employment increased by 200 (up 1.6 percent).**



A key economic index for the Inland region known as the Purchasing Managers Index (PMI) has recently recorded healthy increases over the past year, one of the few positive signs for the local economy. The August 2022 Inland Empire Purchasing Managers' Index registered 49.0, a decline from last month's 53.0. This is the first time in nearly two years that the index has dropped below the 50.0 baseline. To establish a new trend it would take 3 months of measurements below the 50 baseline of decline in the manufacturing sector. However there has been an overall downward trend in the PMI since this year's high of 62.2 in March. The New Orders Index (the other key component of the PMI) dropped from last month's 51.9 to 41.4 this month, indicating that new orders have also declined significantly. Employment Index had dropped below 50 to 44.4 after 5 months of continuous growth. This month's figure (44.8) is virtually unchanged since last month. As noted by one of the panelists: "The labor market is not getting better. We use E-Verify and we are unable to get candidates that can pass the review. Commodity Price Index for the Inland Empire declined from last month's 72.2 to 62.1 this month, reflecting a decrease in inflationary pressures. The last time we reported a figure that low was in

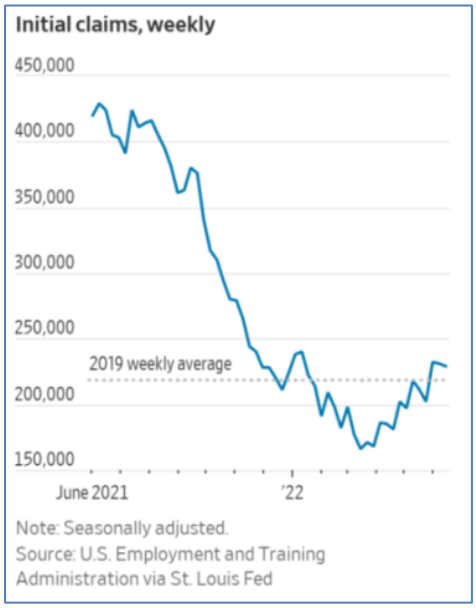
August 2020, and the trend over time is definitely downward as shown in the graph below. The Supplier Deliveries Index is a measure of the speed of supplier deliveries, with numbers above 50 indicating slower deliveries. The index increased slightly from 61.1 last month to 62.1 this month. This indicates that deliveries continue to be slowing, with the rate of slowing increasing slightly from the previous month. Panelists were also asked to make a prediction regarding the "health" of the economy over the coming three months. Nearly half (46%) of panelists predicted that the economy would remain unchanged over the next few months. But a full 50% (down from 58% last month) predicted that the economy would be weaker in the coming quarter. Only 4% of panelists forecasted a strengthening local economy. This is the sixth month in a row that the percentage of panelists expressing optimism about the economy has remained in the single digits.

The PMI figures are produced by the *Institute of Applied Research and Policy Analysis* at Cal State San Bernardino. A PMI below 50 indicates that manufacturing is shrinking, while a 41 or below indicates is the economy is in decline. The highest point of the index was recorded in May 2005 at 66.0.

COVID-19

The well-publicized outbreak of the Novel Coronavirus (COVID-19) was declared a "Global Pandemic" by the World Health Organization on March 11, 2020. This was followed by a National Emergency declared on March 13, 2020. The global financial markets registered dramatic declines and high volatility, the government implemented more stringent travel restrictions, and the government enforced shutdowns of non-essential businesses. The pandemic followed by the response and actions of the US government has caused heightened uncertainty in the local and global economy. Unemployment claims released by the Labor Department on April 2, 2020 spiked to new record with 6.6 million Americans filing for aid. This spike (shown in the adjacent chart) was preceded by 3.3 million claims the prior week and subsequently followed by millions of additional claims over the following months and into 2022. **To date, more than 50+ million Americans have sought unemployment aid since mid-March 2020.**

The initial jobless claims depicted in the adjacent chart have crept up recently since hitting a 53-year low this spring current levels remains close to the 2019 pre-pandemic weekly average of 218,000.



A strengthening U.S. labor market added cushion to the economic recovery as cases of the Coronavirus's have declined. The number of Americans receiving unemployment benefits overall is shrinking after programs created to respond to the pandemic's effect on the labor market ended in all states in September 2021.

California has begun to return to something close to normal, despite the threat associated with the recent variants, which have proved to be far more infectious, yet far less deadly. California Governor has canceled stay-at-home orders and has allowed restaurants and other service industries to reopen. If California's infections and / or hospitalization rates were to increase substantially from their current levels, the threat of renewed shutdowns would once again become problematic for the economy and real estate markets.

Most economists agree that the nation's economy is expanding, as COVID infections declined and firms have been given the okay to expand in-person activity. Even so, millions remain unemployed while businesses can't find enough people to hire at current wages. The tight labor market has prompted many workers to look for better opportunities.

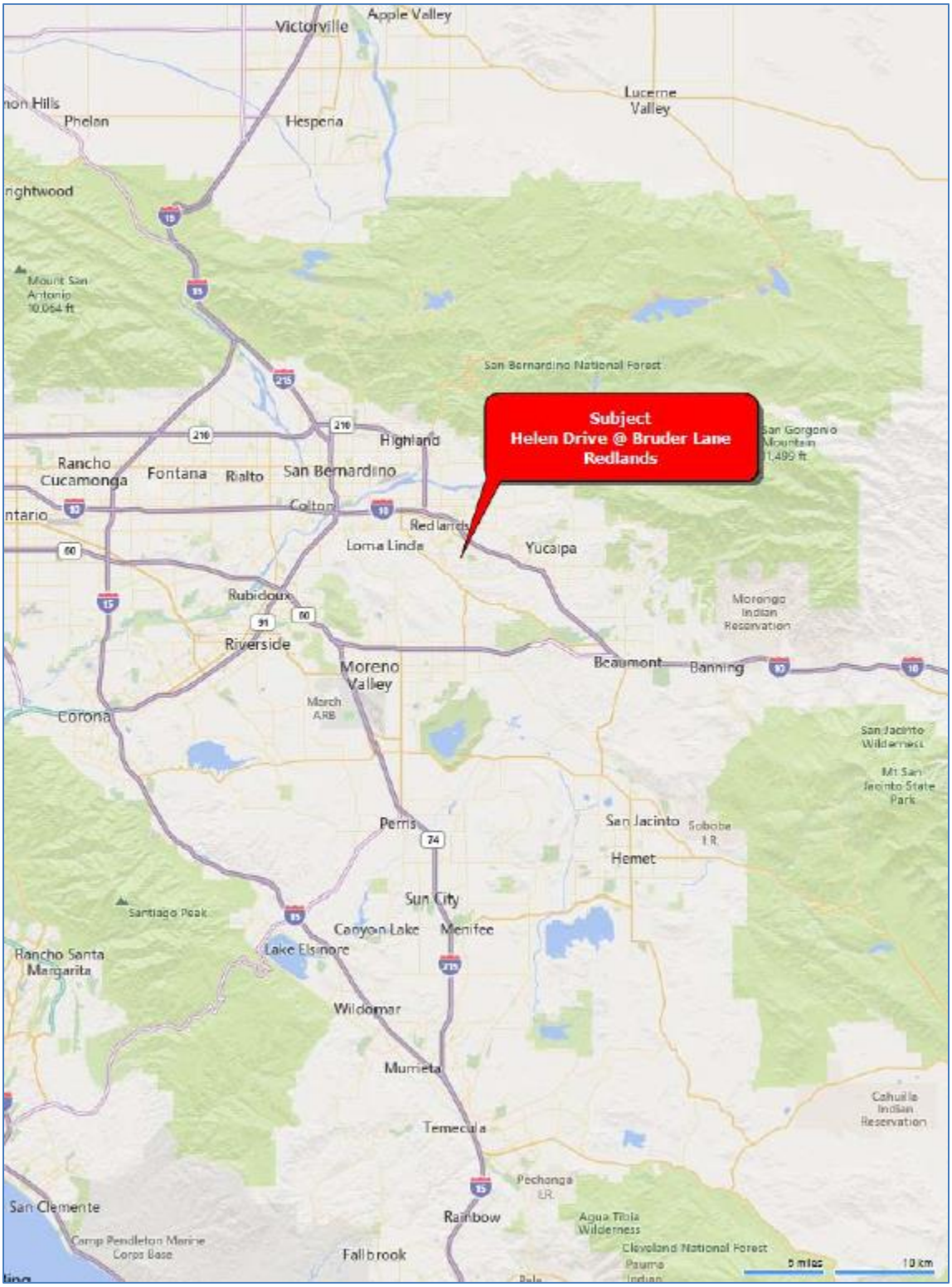
As a result of the Federal Reserve's loose monetary policy to combat the pandemic, inflation is now running at a near 40-year high. The Fed is now aggressively raising interest rates to curb high inflation, which is expected to cool both the labor market in the coming months as well as the demand for real estate.

Conclusions

Prior to the onset of the COVID-19 pandemic, the subject's regional location was considered stable and benefiting from a generally strong economy. The onset of the COVID-19 pandemic impacted both the local and regional economies due to the California government being slow to lift lock-down orders that have impacted many businesses, both small and large.

The continued decline of the outbreak aided by the success of the vaccines, is allowing for an economic recovery; however, the fall-out of the government's monetary policy poses a new risk to the economy in the form of high inflation and increased interest rates. Currently, the significant increase in interest rates, coupled with high inflation and the potential for an economic recession have displaced COVID and the primary concern for the region.

REGIONAL LOCATION MAP



COMMUNITY / NEIGHBORHOOD DESCRIPTION

Location: Suburban
Population Trend: Moderately Increasing
Employment: Moderately increasing after an extended recessionary downturn

Neighborhood Built Up	50%	Current Vacancy	5%		
Single Family.....	40%	Multi-Family	0%	Retail.	5%
Office.	5%	Industrial	0%	Vacant Land.	50%

Maintenance/Condition..... .....Average
Property Compatibility ....Average
Appeal/Appearance ....Average
Protection/Adverse Influence .....Average
Transportation/Access..... .....Average
Police/Fire Protection ....Average

Community Data

The subject properties are located within the city of Redlands. Incorporated in 1888, Redlands is located in the eastern portion of San Bernardino County, approximately 64 miles east of Los Angeles, at the base of the San Bernardino Mountains. Originally settled as an agricultural community, the existing citrus groves, natural areas, and historic architecture lend a small town atmosphere to the city.

Redlands has a wide range of industrial, service, high-tech, and retail businesses. It is no longer reliant upon its historical agriculture industry, although many of the citrus groves still operate in the area. Major employers range from government and high-tech computer services to plastic products manufacturing, to large distribution warehouses. ESRI, a world leader in geographic information system software, is headquartered in Redlands and is one of the largest private employers in the Inland Empire. The health care industry is also a very important segment of the economy, influenced heavily by neighboring Loma Linda University Medical Center, Redlands Community Hospital, Beaver Medical Group (headquartered in Redlands), Kaiser Permanente, and the Veterans Administration Hospital

Excellent educational opportunities have played a large part in the establishment of Redlands as a desirable place to live. The highly regarded University of Redlands has been in existence since 1907. The University is unique in the region in that it houses approximately 80 percent of its students on campus. This large on-campus population along with an on campus faculty of 100 has helped to create what the Redlands Chamber of Commerce refers to as an “Ivy League” quality campus.

According to the California State Department of Finance, the 2010 census figures report the population to be 68,747, which represents an increase of just 8.1% over the 2000 population figures. More recent figures show the January 2021 population at 71,154, which reflects continued population growth of 3.38% since the 2010 census. This relatively slow rate of growth is due in part to a history of slow-growth initiatives passed by the city. While residential growth has, at times, proved somewhat difficult in Redlands,

most local area brokers / agents agree there is no market resistance to developing commercial, industrial, or residential property within the city.

	Population			Housing Units							
City	Total	Household	Group Qtrs	Total	Single Detached	Single Attached	Two to Four	5+ Units	Mobile Homes	Occupied	Vacancy Rate
Redlands	71,154	68,786	2,368	27,214	17,451	1,202	3,144	4,331	1,086	25,405	6.60%

Recent new construction within Redlands includes a wide variety of property types that include retail, multi-family, industrial along with a limited amount of new office space.

Neighborhood

The subject property is located within the southeasterly quadrant of the city of Redlands. The larger neighborhood boundaries are roughly defined by the land area within an approximate 1.5 mile radius of the subject property. This area is known locally as “South Redlands” as it lies to the south of the I-10 Freeway and south of the older historic downtown area of the city.

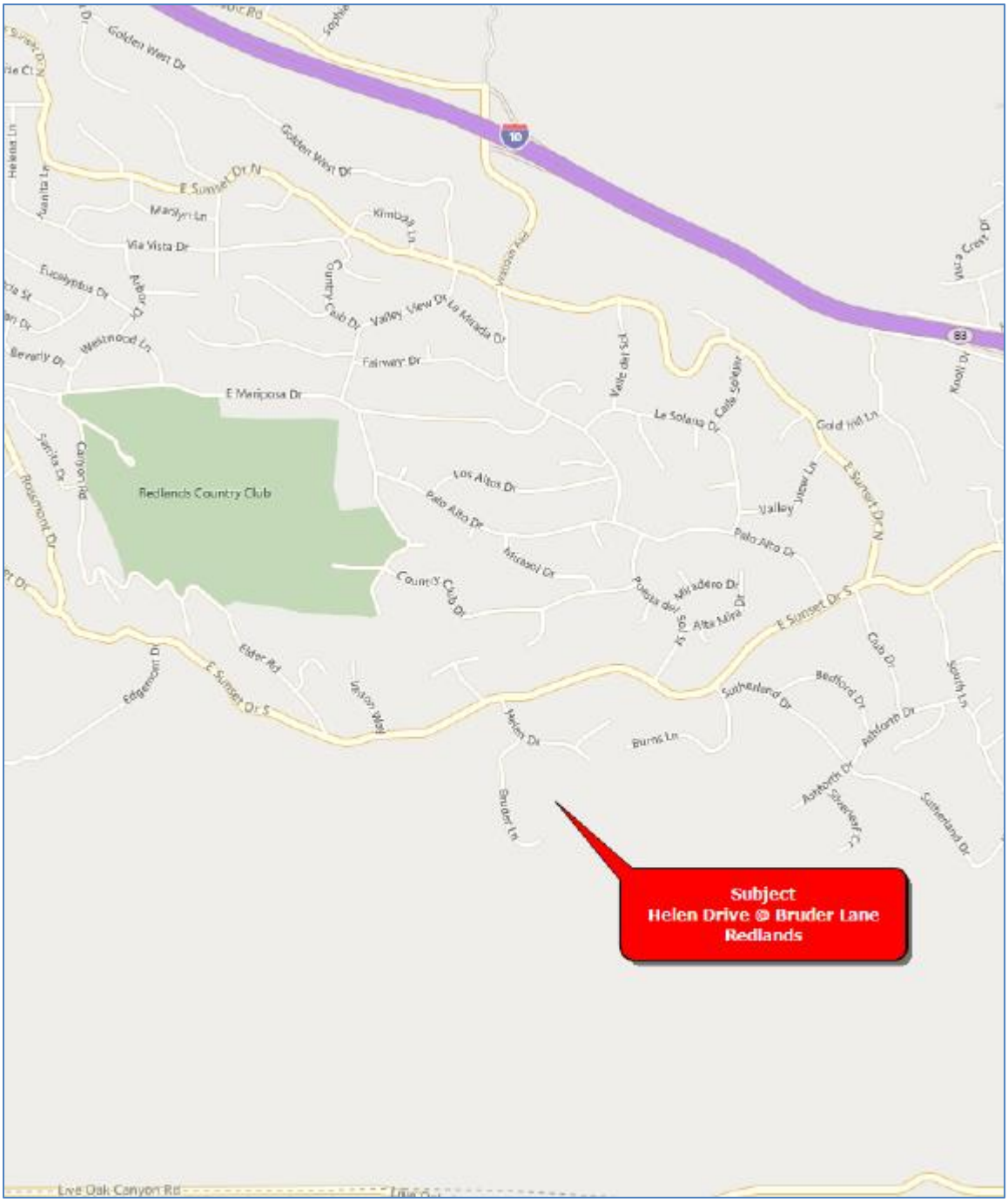
The subject property is on the south perimeter of the neighborhood. Surrounding land uses to the south are mostly undeveloped foothills. Land uses to the north, east and west are improved with single-family homes and include some of the best quality and highest priced homes in the city. The larger neighborhood is generally centered around the Redlands County Club, which is a private golf-oriented club that offers an 18-hole course with clubhouse / restaurant facilities.

The primary access roadway into the neighborhood is Sunset Drive, which is a two-lane residential roadway that winds through the south-side neighborhood. The older historic Downtown Redlands is located approximately 2.5 miles northwest of the subject property. Access to the I-10 Freeway is approximately 1.5 miles north. The civic center, High School, elementary / Jr. High School, and other typical conveniences are all within 2.5 miles of the property.

Conclusions

Access and proximity to typical neighborhood amenities is good. Nearby residential homes are generally well maintained and represent some of the most desirable residential homes in the city. Future residential development is limited by the supply / availability of developable land.

NEIGHBORHOOD LOCATION MAP



RESIDENTIAL MARKET OVERVIEW

Given the subject property's allowable use for residential development, the appraiser has included a market overview that focuses on new home development within the market area.

The California Association of Realtors reports the September 2022 number of sold single family home sales in the Southern California market area (Los Angeles, Riverside, San Diego, Ventura, San Bernardino and Orange counties) was down 6.33% from last month and down 33.33% from a year ago. The average median price paid was $820,128, virtually unchanged from last months $819,452 and up 5.64% from September 2021's price of $776,342.

September 2022	Median Sold Price of Existing Single-Family Homes					Sales	
Southern California	Sep 2022	Aug 2022	Sep 2021	Price MTM% Chg	Price YTY% Chg	Sales MTM% Chg	Sales YTY% Chg
Los Angeles	$891,770	$854,960	$886,050	4.30%	0.60%	2.40%	-31.70%
Orange	$1,200,000	$1,200,000	$1,100,000	0.00%	9.10%	-5.80%	-30.90%
Riverside	$600,000	$620,000	$570,000	-3.20%	5.30%	-2.40%	-31.00%
San Bernardino	$480,000	$472,750	$437,000	1.50%	9.80%	-2.00%	-37.20%
San Diego	$899,000	$885,000	$850,000	1.60%	5.80%	-9.50%	-33.20%
Ventura	$850,000	$884,000	$815,000	-3.80%	4.30%	-20.50%	-36.00%
Averages	**$820,128**	**$819,452**	**$776,342**	**0.08%**	**5.64%**	**-6.30%**	**-33.33%**

The subject property is located within the San Bernardino County. As noted in the chart above, San Bernardino submarket has experienced a recent month-to-month price increase and posted an 9.8% increase year-to-year, the highest for the region. Sales are down 2.2% month-to-month but down dramatically 37.2% year-to-year.

In relative terms, the Inland Empire remains the most affordable region in Southern California, with the average for the two-county area being significantly below other surrounding Southern California counties. According to their 2nd Quarter 2022 report released by the California Association of Realtors, 49% of households in Riverside and 59% of households in San Bernardino market area can afford a "median priced" house.

The subject property represents a potential large-lot subdivision consisting of four lots. As was presented previously, the subject's four lots had a six-lot TTM that was never approved. Generally, this type of development is rare in the marketplace. The development would appeal to a small regional builder, regional investor, or custom home builder. It would also appeal to an individual looking to build a single large estate with the ability to sell off additional lots in the future. On the following page is a recent survey (as of 10/1/2022) prepared by Land Advisors, one of the largest brokerage companies in the region specializing in residential subdivision land. The survey indicates that merchant builders have purchased only a limited number of large lot subdivisions since January 2018. Of note, there are no transactions that have occurred in 2022. Prices reported range widely from $47,545 per lot to $281,389. When "finishing costs" are added, the "finished lot" cost equates to a range of $170,000 and $430,000 per lot. This finished lot value includes all infrastructure costs, permits, and fees (including school fees).

Land Advisors ORGANIZATION

Inland Empire Large-Lot Communities & Transactions

Since January 2018, there have been eight (8) land transactions for projects that had at least an approved tentative tract map with a minimum lot size equal to or larger than 20,000 sf. This table includes only homebuilder transactions.

#	SUBMARKET	PROPERTY NAME	BUYER NAME	LOTS	MIN. LOT SIZE	SITE CONDITION	ENTITLEMENT STATUS	CLOSING DATE	PRICE PER LOT	PURCHASE PRICE	FINISHED LOT VALUE
1	Riverside	Vistas at Mockingbird Canyon	Trumark Homes	72	20,000 sf	Finished	Final Map Approved	Nov-21	$281,389	$20,260,000	$395,000
2	Rancho Cucamonga	Etiwanda Classics at Banyan	Manning Homes	9	20,000 sf	Unimproved	TTM Approved	Sep-21	$133,333	$1,200,000	$420,000
3	Rancho Cucamonga	Etiwanda Classics	Manning Homes	17	20,000 sf	Unimproved	TTM Approved	Mar-21	$147,059	$2,500,000	$430,000
4	Jurupa Valley	CrestWood at Stone Ranch	Crestwood Communities	17	20,000 sf	Unimproved	Final Map Recorded	Dec-19	$47,059	$800,000	$250,000
5	Yucaipa	PepperTree Court	Pacific Horizon Builders	22	20,000 sf	Unimproved	TTM Approved	Feb-19	$47,545	$1,046,000	$201,000
6	Corona	Bella Vista Estates	Griffin Residential	25	20,000 sf	Blue Topped	Final Map Recorded	Dec-18	$231,000	$5,775,000	$421,000
7	Riverside	La Stancia at Bradley	Capital Pacific Homes	8	20,000 sf	Finished	Final Map Recorded	Jun-18	$170,000	$1,360,000	$270,000
8	Menifee	Boulder Estates	Griffin Residential	29	20,000 sf	Finished	Final Map Recorded	Feb-18	$79,310	$2,300,000	$170,000

Provided by: Doug Jorritsma | djorritsma@landadvisors.com & Ian Sinderhoff | isinderhoff@landadvisors.com

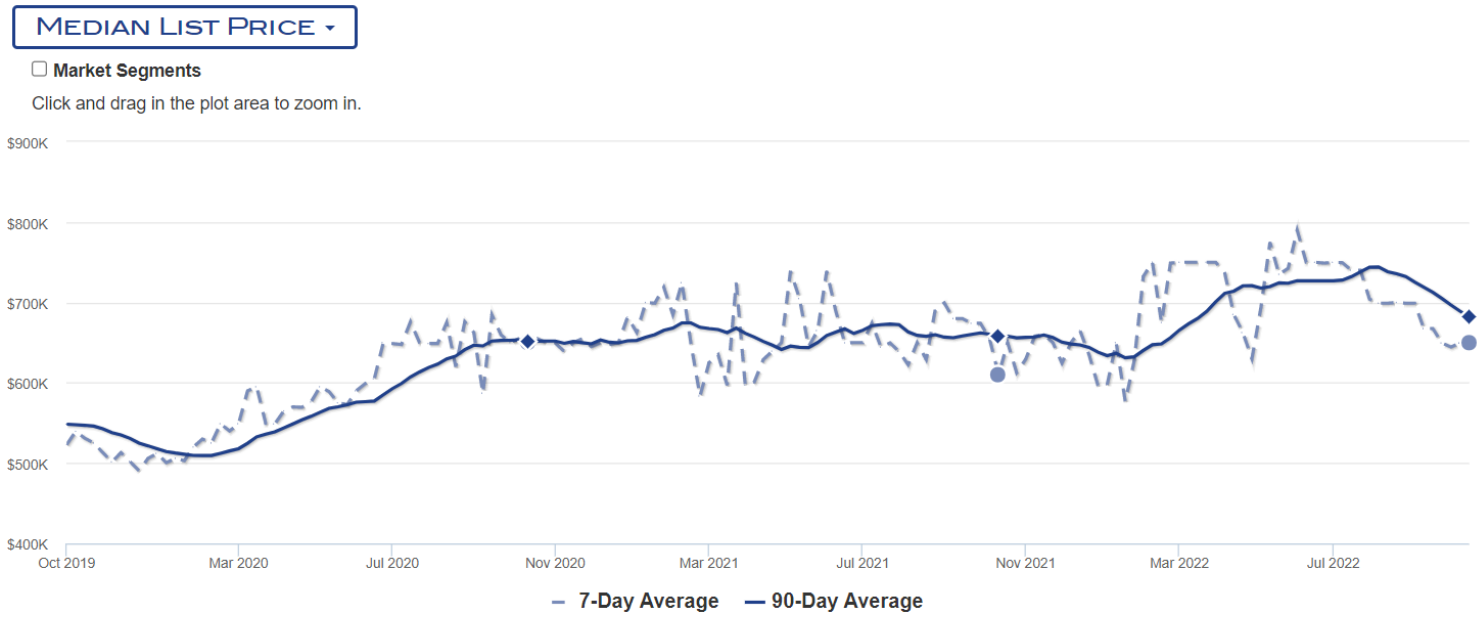
According to data generated by Fidelity National Title, the market has been “”cooing” in recent weeks, as more homes are available and demand is less, resulting in prices moving lower. Expect this trend to continue as increasing interest rates force prospective buyers to sit on the sidelines and wait for a clear picture of the market to develop. A summary of charts for the Redlands Market are presented on the following pages.

Real-Time Market Profile

Never miss important changes in the Redlands market.

Median List Price	$649,900
Median Price of New Listings	$585,000
Per Square Foot	$361
Average Days on Market	84
Median Days on Market	56
Price Decreased	53%
Price Increased	8%
Relisted	3%
Inventory	86
Median Rent	$3,000
Market Action	47

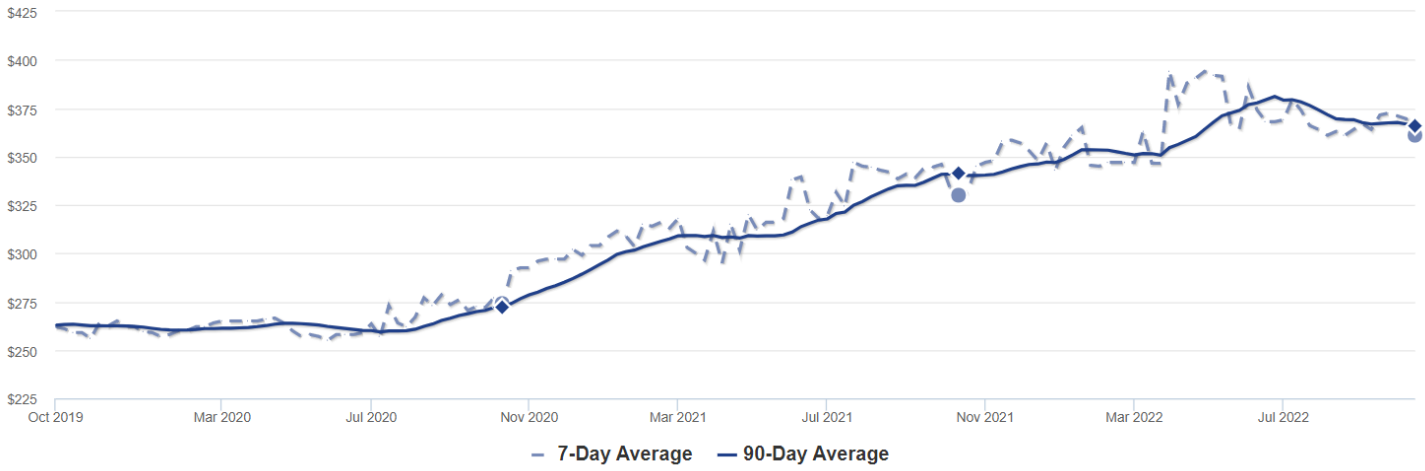
Strong Seller's Market



PRICE PER SQUARE FOOT

Market Segments

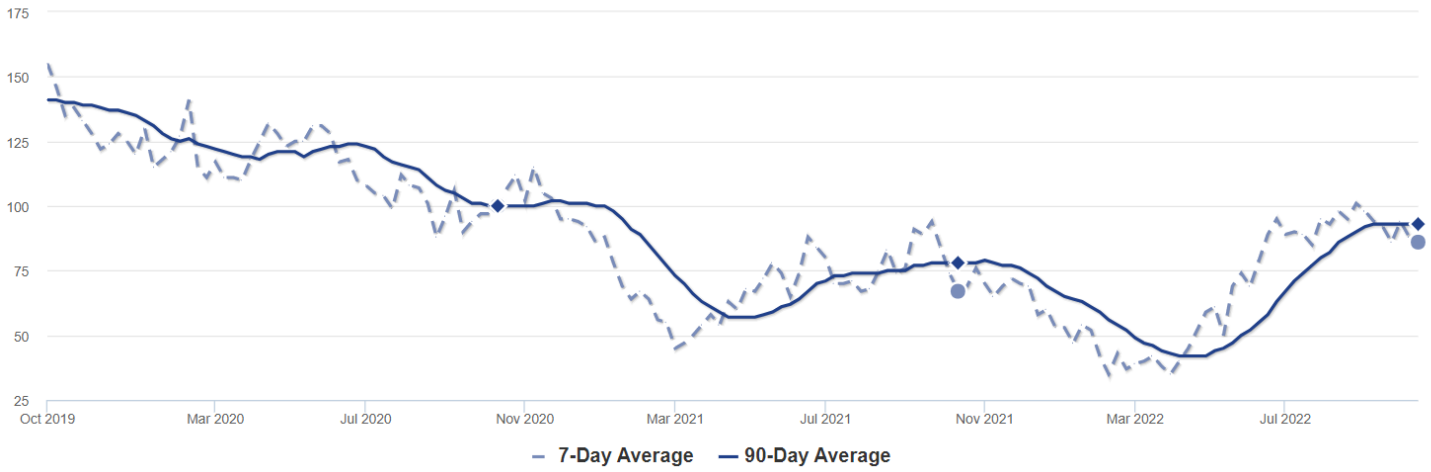
Click and drag in the plot area to zoom in.



INVENTORY

Market Segments

Click and drag in the plot area to zoom in.



Conclusions

The recent moves by the Federal Reserve to raise interest rates is part of a larger monetary policy moves to help curb the dramatic increase in inflation. Interest rates, while still historically low at around 7%, have moved up faster than in any period since the early 1980's. The increase in interest rates has had an immediate impact on the housing market and by extension, the market for vacant residential land. The Redlands market is no exception. Prices of residential homes have plateaued and are now posting modest decreases and unsold inventory is up for the first time in years.

Based on the data and input from market participants, the increases in interest rates is generally expected to continue to slow market conditions until which time inflation is brought under control. Economists and market participants agree that the current economy is on the brink of recession, which would only exacerbate the adverse market conditions. The market conditions will obviously impact the buying decisions of both local area home builders as well as larger merchant builders looking to purchase land for future development.

.

SITE DESCRIPTION AND ANALYSIS

The subject's site consists of four contiguous "tax parcels" of land totaling ±22.05 acres (Gross). The land is zoned for residential use, within Specific Plan 59. A tentative tract map (TTM No.2011) has been reviewed, which would subdivide the site into six prospective residential home sites. However, the tentative map has not been approved and is in conflict with the Specific Plan which limits development due to slopes to one residential unit per lot or a total of four prospective home sites.

The larger site is contiguous to Helen Drive and accessed via Bruder Lane (aka Helen Court). Bruder Lane is a narrow paved street that ends in a cul-de-sac south of Helen Drive. Upon development of the site, Bruder Lane will need to be improved (widened) and extended to access all of the lots within the prospective tract. In its current condition, the site is mostly in an ungraded natural state with rolling to steep-sloping topography. Upon future development, the four lots would have graded pads that offer views of the surrounding hillsides and community. The potential building pads are depicted on the Tentative Tract Map with the majority of each site being unsuable, down-sloping, hillside. A Parcel Slope map is also presented showing topographical lines. The site summary description is summarized as follows:

Address:	Not assigned
Location:	South side of Helen Drive, at Bruder Lane.
City:	Redlands
APN:	0300-451-13, 14, 24, & 25
Census Tract	85.00
Site Area:	
APN: 0300-451-13	139,392 SF or 3.20 Acres
APN: 0300-451-14	108,900 SF or 2.50 Acres
APN: 0300-451-24	373,249 SF or 8.57 Acres
APN: 0300-451-25	338,796 SF or 7.78 Acres
Total Site Area	960,337 SF or 22.05 Acres
Shape	Irregular
Utility	Average with potential for six graded pads (four home sites) with sloping topography creating open space surrounding each site
Dimensions	See TTM and Assessor's Map
Street Frontage	Helen Drive
Street:	Asphalt paved street
Curb/Gutter:	Asphalt
Sidewalks:	None
Alley:	None
Rail	None
Lighting:	None
Electric:	To larger site – Southern California Edison
Gas:	To larger site – So. Cal Gas
Water:	To larger site – Public municipality
Sewer:	Private Septic

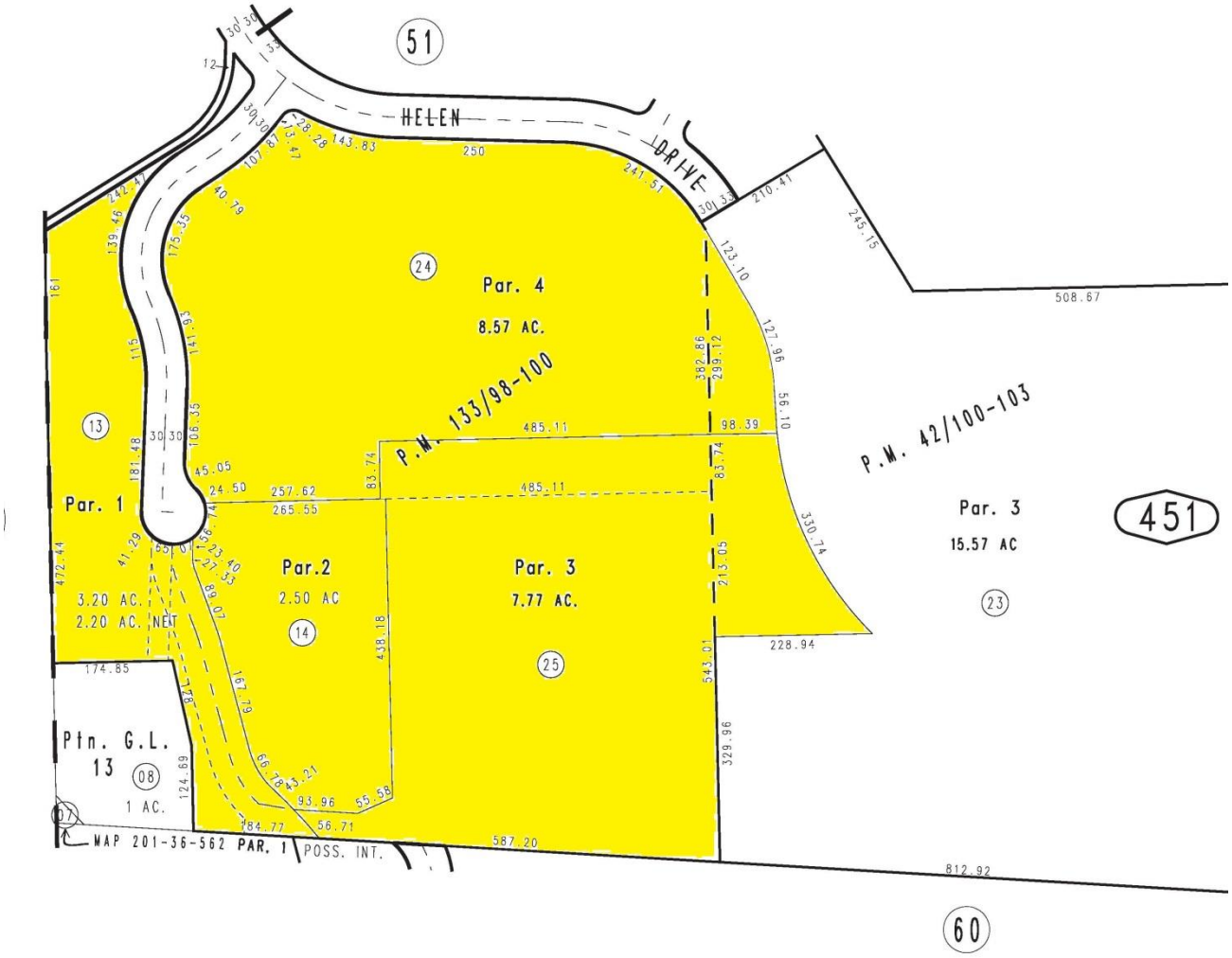
Property Ratings

Access ....Fair - Average
Street Frontage ....Fair - Average
Shape ....Fair - Average
Function Utility..... ....Fair - Average
View Potential ....Good
Drainage ....Fair - Average
Adequacy of Utilities..... .....Fair - Average
Traffic Pattern..... ....Fair - Average

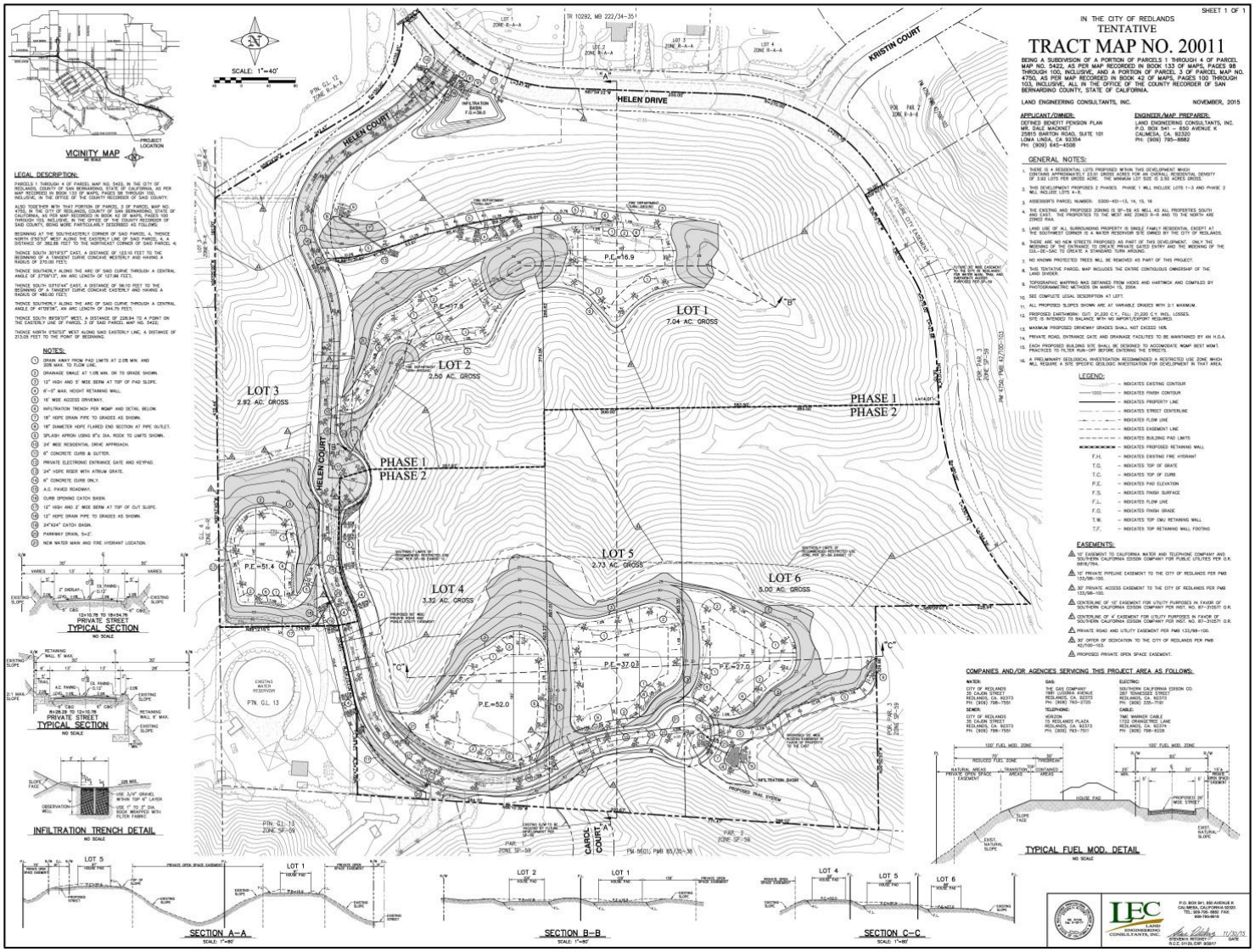
SATILLITE IMAGE SHOWING EXISTING LOT LINES

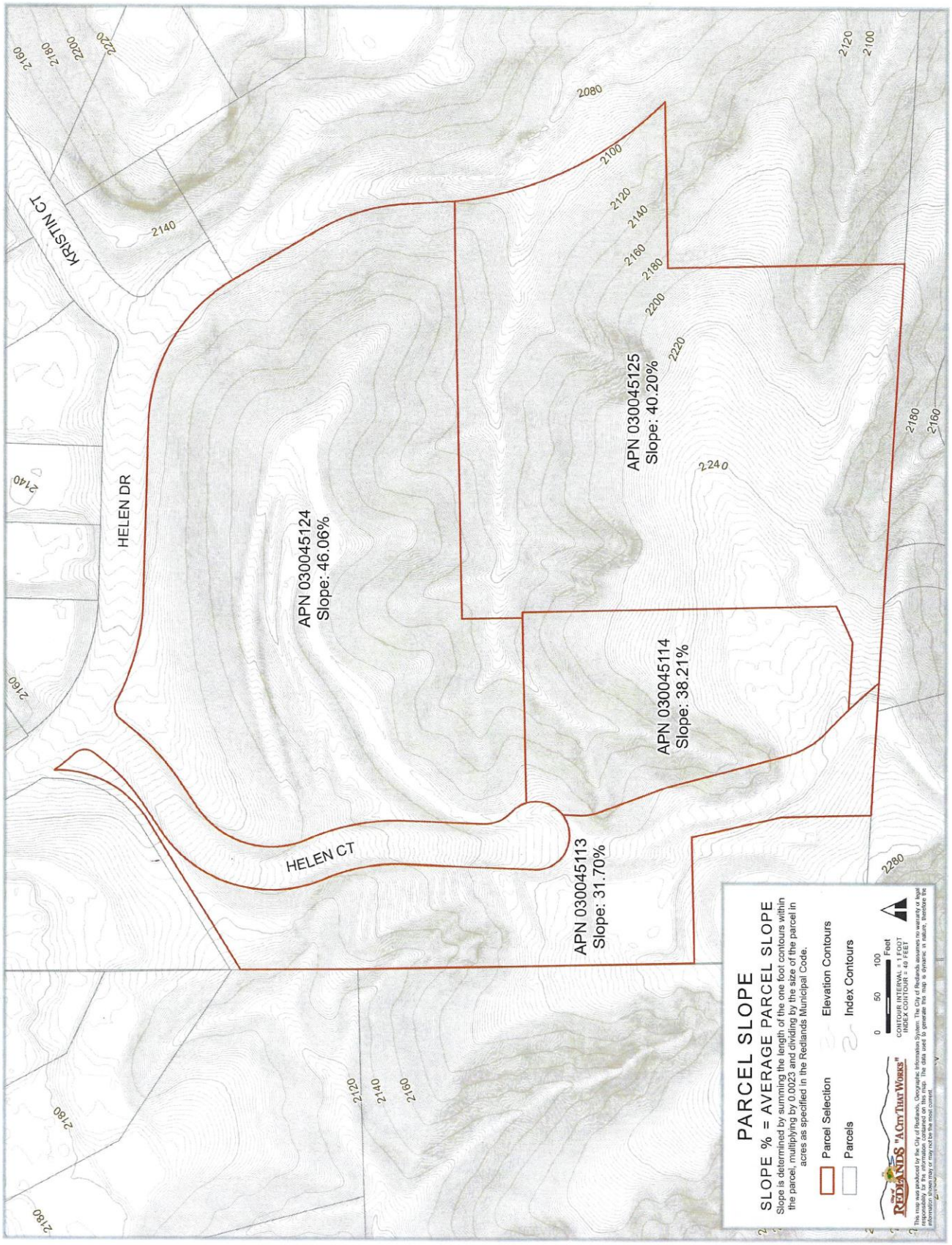


ASSESSOR'S PARCEL MAP (DETAIL)



TENTATIVE TRACT MAP




KRISTIN CT
HELEN DR
HELEN CT
APN 030045124
Slope: 46.06%
APN 030045125
Slope: 40.20%
APN 030045114
Slope: 38.21%
APN 030045113
Slope: 31.70%
PARCEL SLOPE
SLOPE % = AVERAGE PARCEL SLOPE
Slope is determined by summing the length of the one foot contours within the parcel, multiplying by 0.0023 and dividing by the size of the parcel in acres as specified in the Redlands Municipal Code.
Parcel Selection
Parcels
Elevation Contours
Index Contours
CONTOUR INTERVAL = 1 FOOT
INDEX CONTOUR = 40 FEET
0 50 100 Feet
REDLANDS "A City That Works"

SECTOR 8 SPECIFIC PLAN



LAND USE SUMMARY

LAND USE	ACRES	PCT.
LOTS	*47.91*	*21.6*
OPEN SPACE	*160.68*	*72.7*
STREETS	*12.58*	*5.7*
	221.17	*100.0*

LOT TOTALS

		PERMITTED	EXISTING
0300-222-021	LOTS:		
0300-222-027	LOTS:		
0300-222-028	LOTS:	15	-
0300-222-030	LOTS:		
0300-222-029	LOTS:	3	-
0300-222-037	LOTS:	1	-
0300-222-038	LOTS:	1	-
0300-222-039	LOTS:	1	-
0300-222-040	LOTS:	1	-
0300-451-002	LOTS:	2	1
0300-451-003	LOTS:	2	-
0300-451-004	LOTS:	0	-
0300-451-007	LOTS:	0	-
0300-451-008	LOTS:	0	-
0300-451-013	LOTS:	1	-
0300-451-014	LOTS:	1	-
0300-451-015	LOTS:	1	-
0300-451-016	LOTS:	1	-
0300-601-001	LOTS:	1	1
0300-601-002	LOTS:	1	-
0300-601-003	LOTS:	1	-
0300-601-004	LOTS:	1	-
0300-601-005	LOTS:	2	-
		36	2

TOTAL: 38 UNITS

NORTH
0 200 400

LAND USE PLAN

urban environs
Land Planning
Environmental Studies

Exhibit 11

Entitlements / Tentative Tract Map

The presented previously, the appraiser was provided with a copy of a Tentative Tract Map (TTM No. 20011), prepared by Land Engineering Consultants, Inc. dated November 2015. According to planning and engineering officials at the city of Redlands, this TTM is not active at this time. In addition, neither the planning department nor the engineering department has any record of the TTM having ever been submitted and / or approved.

The TTM proposes a residential subdivision for a total of six lots within the tract. The overall residential density is thus 3.92 lots per gross acre. The minimum lot is 2.5 acres gross. The development is proposed to be completed in two phases with Phase 1 to include Lots 1, 2, and 3 and Phase 2 will include Lots 4, 5, and 6.

The TTM shows Bruder Lane will require widening and extending to provide a 60' wide private roadway to access all six proposed lots within the development. The street is currently partially paved and is proposed for concrete curbing along with a private electronic entrance gate with keypad.

There is an existing fire hydrant located near the end of the existing pavement. There also appears to be a water meter installed onsite of the proposed Lot 2. There is underground electrical located on Lot 3.

The TTM is in conflict with the Specific Plan presented on the previous page. The Specific Plan limits the existing four lots to one potential residence each due to slopes. **For purposes of this analysis, the development potential is limited to its existing four lots with potential for four residential properties.**

Development Costs and Fees

No estimated development costs were provided by the client. Given the topography of the site, the development costs and fees would likely be high in relation to typical residential tract development. The limited number of similar developments that have been constructed over the past few years would suggest that the cost to develop the site would be anywhere from $150,000 to $300,000 per lot or more. One active agent who agent specializes in sales of residential tract developments, suggested during an interview that the subject's development costs and fees would very likely be over $200,000 per lot and could be as high as $300,000 per lot (cost would include all construction costs associated with the infrastructure, engineering, finished site grading, extending utilities to building pads, permits, development fees, and school fees).

Adjacent Uses

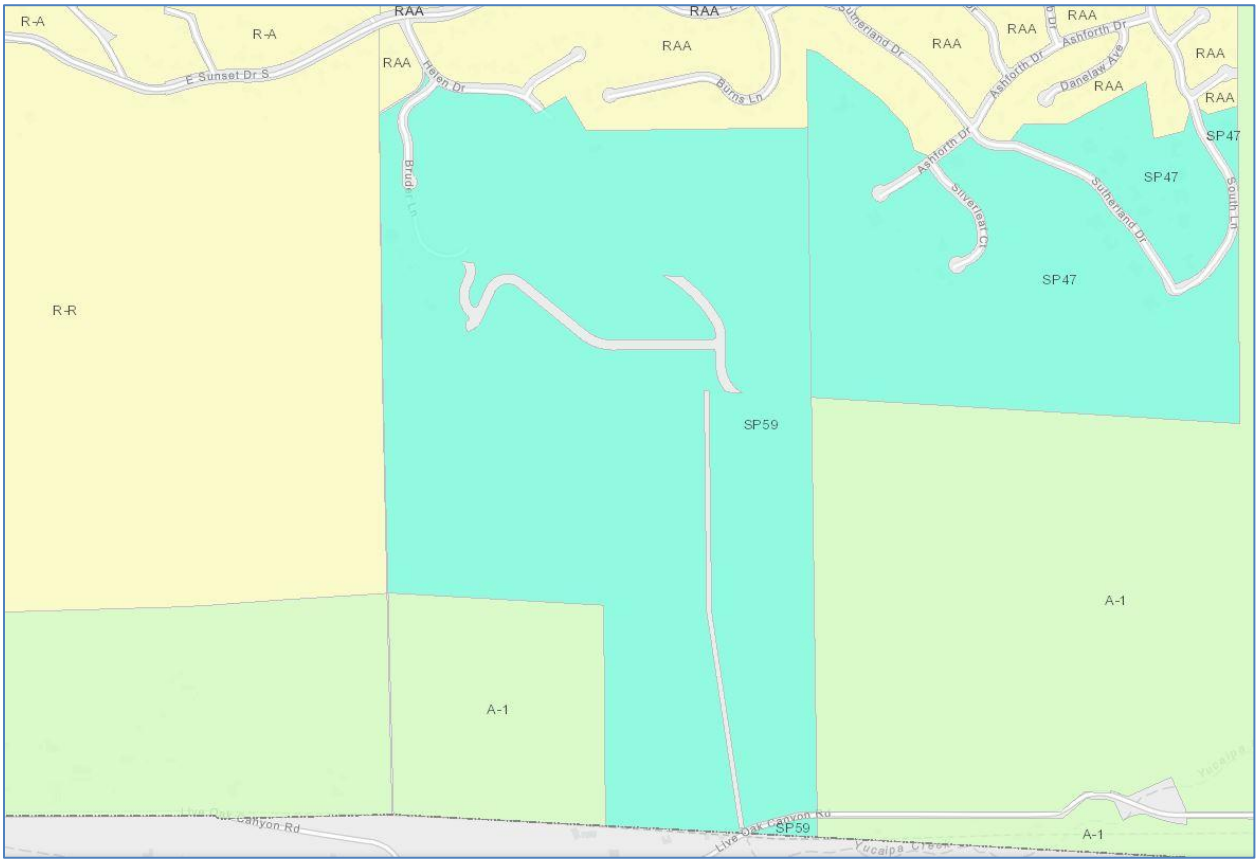
Land use of all the surrounding property is single family residential except at the southwest corner, which is a large, above ground, water tank / reservoir owned by the city of Redlands. Other improvements on this adjacent site include two cell towers, a radio / communication tower, and related equipment. The above ground tank and other improvements is immediately south of the proposed building pad on APN: 0300-451-13.

The water / tank reservoir is unsightly and intrusive, especially for the -13 parcel. However, the intrusive nature of the tank is somewhat offset by the view potential for this site, which is unobstructed and looking away from the tank.

Zoning

The zoning and land use is subject to the city of Redlands Zoning code. The subject property is located entirely within Specific Plan area SP-59. According to the city code and city planning officials, the only allowable use in this specific plan area is that of residential. This is a low density zoning with the number of lots dependent on the amount of slope exhibited by the site topography.

ZONING MAP



The specific plan is retained in file. As presented previously, the development potential is limited within the specific plan to one residential unit on each of the subject's four lots.

Topography, Drainage and Soils

The topography varies from gentle rolling hills to steep slopes. In general, the site topography is upsloping from Helen Drive. The topography is the site's single largest determinant in any potential development. The site will require extensive grading to create / expand building pads for future structures. Any development of the site will create substantial amount of open space area due to unbuildable slopes.

The TTM indicates proposed earthwork including:

- Cut: 21,220 C.Y.
- Fill: 21,220 C.Y. included losses.

Site is likely to balance with no import/export of dirt required. There are no obvious signs of soils subsidence or other possible soils problems noted at the time of inspection. The appraised value assumes the composition of the soil is adequate to support development of the site to its highest and best use.

Hazardous Substances

The appraiser was not provided with a Phase I Environmental Assessment to help aid in the detection of hazardous substances. The appraiser is not an expert in the detection of hazardous waste. However, the based on the visual onsite inspection, there are no obvious signs of toxic or hazardous waste contamination. There are no automotive uses within the subject property, nor are there any known 55-gallon drums or underground fuel tanks on or adjacent the subject property. The analysis assumes the subject property is free of any toxic or hazardous waste contamination.

Earthquake / Seismic Zones

The subject property is not within a California Alquist-Priolo Special Studies geographic hazard zone (i.e., an earthquake zone). However, the subject property is within ten miles of at least one designated fault zone. Southern California is a maze of recorded fault zones. The subject's local area is not known to have any unusual reputation or suffer from any adverse impact associated with earthquakes.

Easements, Encroachments, and Restrictions

The appraiser was not provided with a preliminary title report to aid in the detection of easements, encroachments, and/or property restrictions. The appraiser is not an expert in matters of legal title. Based only on a cursory visual inspection along with review of the provided Tentative Tract Map the following is noted:

- Public utility easements are provided for Southern California Edison Company, along with water and telephone company easements.

- Much of the unusable slope areas are proposed as private open space easements.

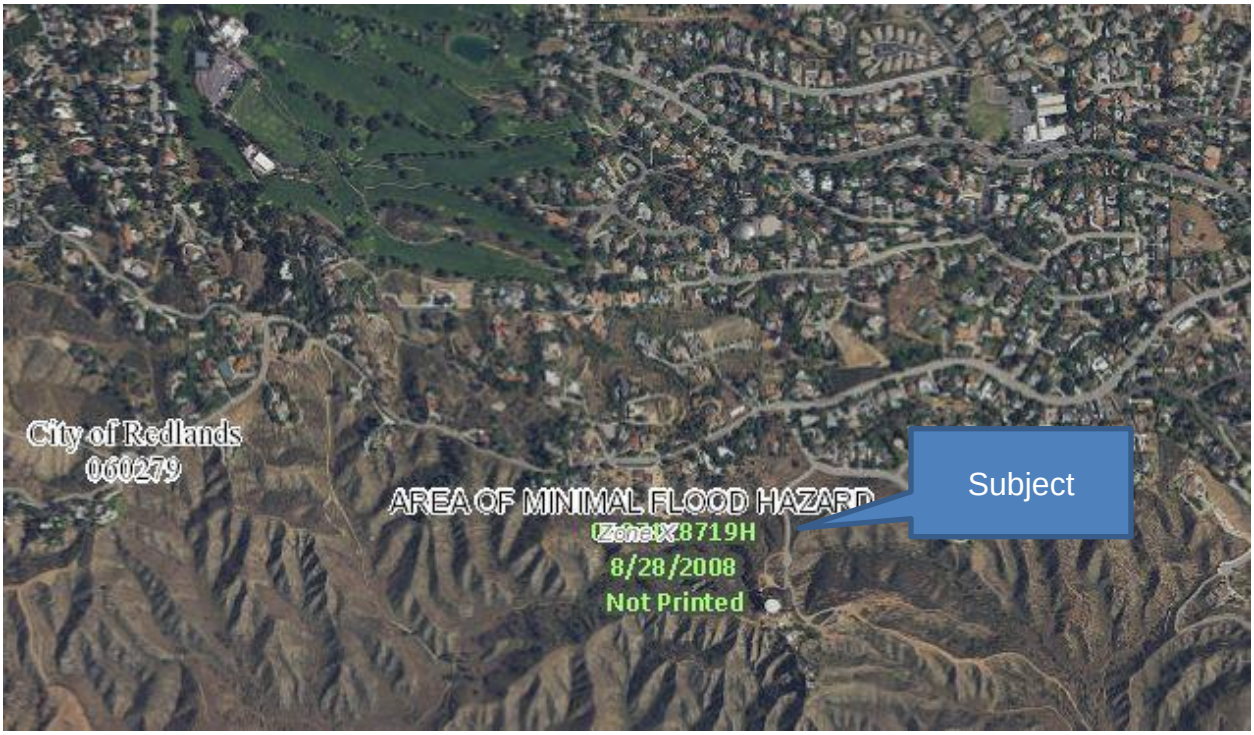
It is assumed that there are no obvious adverse easements, encroachments, or restrictions that would materially impact the marketability of the property.

Environmental Issues

The subject's site is not covered with aquatic vegetation, nor is it located within close proximity of the ocean and is thus assumed to be out of any designated wetland area. In addition, the subject property is not known to be within a designated agricultural preserve or impacted by any government-protected species that would prohibit construction or operations. The appraised value assumes the subject site can be developed to its highest and best use.

Flood Zone

The flood hazard status of the subject property was obtained through Department of Homeland Security Standard Flood Hazard Determination Form (SFHDF). According to this information, the subject property is located entirely within **Zone "X" Map No. 06071C8717H; Map No. 06071C8740H, and Map No. 060739, effective August 28, 2018.** This zone designates the property as being outside of a special flood hazard area. Flood insurance available in participating communities but is required by regulation. ***Special Flood Hazard Area: No; Participation: REGULAR / ELIGIBLE.***



Building Improvements

No permanent building structures were noted on any portion of the subject site.

Agricultural Use

No current agricultural uses are present on the property.

Conclusions

Overall, the subject property is suited for a low-density residential use with a substantial amount of open space due to sloping topography. The site benefits from its reasonable proximity to the city of Redlands conveniences, which offer support services, schools, and typical conveniences. Surrounding residential uses are some of the highest quality and highest priced homes in the city.

No estimated development costs were provided; however, given the topography of the site, the development costs and fees will likely be high in relation to typical residential tract development. The high costs to develop the site poses an obvious problem for the developer who would be required to "front-load" $1,000,000 or more for the opportunity to develop the four residential homes permitted by zoning. The potential for additional home sites would involve the recording of a tract map with substantial additional costs for grading and site development. The typical merchant builder looking to develop the site would very likely look at the overall "finished lot" price when deciding what to pay for the raw land. Theoretically, the cost and fees to "finish" the site would be deducted from the finished lot price to determine a reasonable price to pay for the land in its current state.

As an alternative the site could be developed as a single large estate that would support one or more single-family homes, all of which are intended to be held under a single ownership. This type of development would require less infrastructure costs as much of the site would be left in a natural ungraded state. This alternative would also allow an owner to finish and sell off one or more parcels in the future.

SUBJECT PHOTOGRAPHS

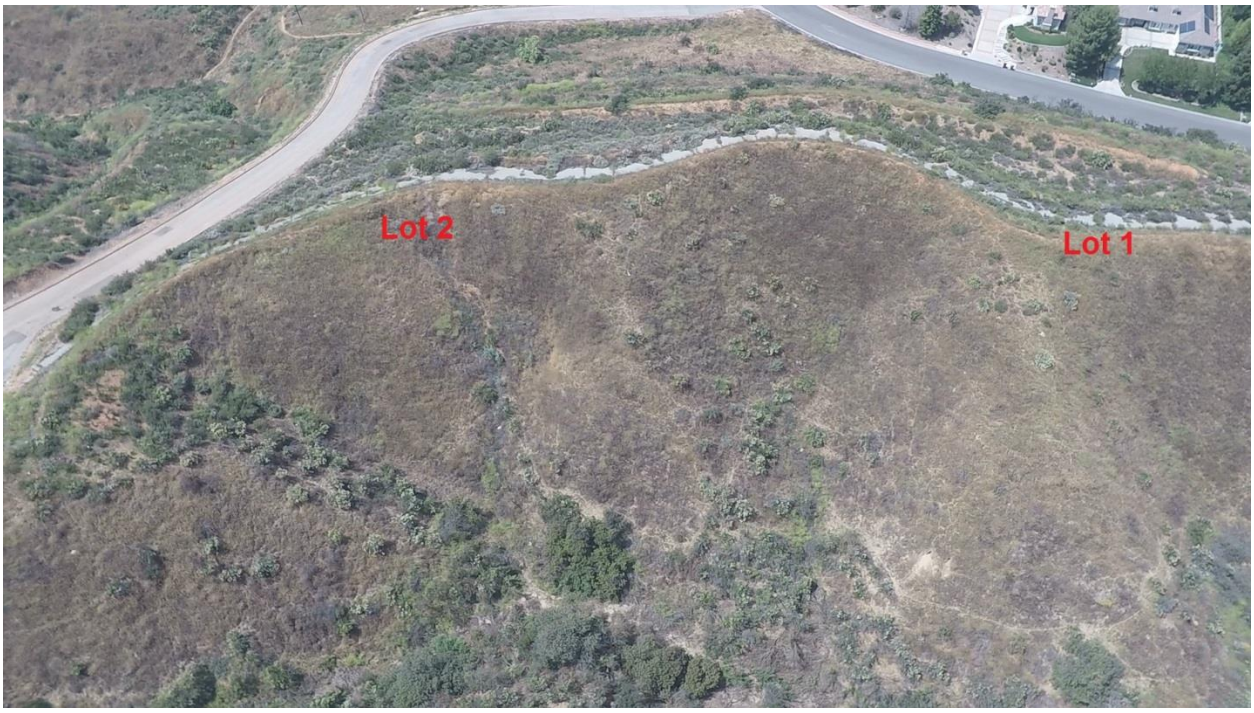


Aerial View Looking North Over Lot 1 (See TTM)



Aerial View Looking Northeast Over Lots 1, 5, and 6 (See TTM)

SUBJECT PHOTOGRAPHS



Aerial View Looking Northwest over Lots 1 and 2 (See TTM)



Aerial View Looking West over Lots 2, 3, and 4 (See TTM)

SUBJECT PHOTOGRAPHS



Existing Street Improvements – Bruder Court (aka Helen Court)



Existing Street Improvements – Bruder Court (aka Helen Court)

SUBJECT PHOTOGRAPHS



Overlooking APN: 0300-451-24 (Lot 2 of TTM)



Overlooking APN: 0300-451-24 (Lot 1 of TTM)

SUBJECT PHOTOGRAPHS



View Potential From APN: 0300-451-24 (Lot 1 of TTM)



Overlooking APN: 0300-451-13 (Lot 3 of TTM)

SUBJECT PHOTOGRAPHS



View Potential from APN: 0300-451-13 (Lot 3 of TTM)



Overlooking APN: 0300-451-13
Noting the Obtrusive Nature of Adjacent Existing Water Reservoir

SUBJECT PHOTOGRAPHS

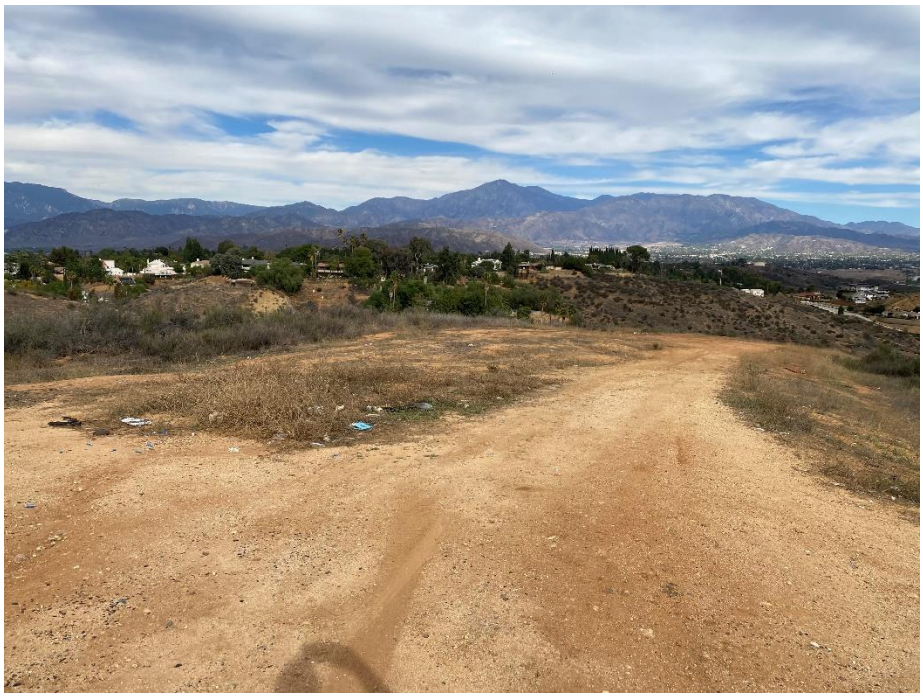


Overlooking APN: 0300-451-14 (Lot 4 of TTM)



Overlooking APN: 0300-451-25 (Lot 5 of TTM)

SUBJECT PHOTOGRAPHS



Overlooking APN: 0300-451-25 (Lot 6 of TTM)



View Potential From APN: 0300-451-25

SUBJECT PHOTOGRAPHS



Overlooking APN: 0300-451-14
Noting Obtrusive Nature of Adjacent Water Reservoir and Cell Towers



Overlooking APN: 0300-451-24 (View from Helen Drive)

SUBJECT PHOTOGRAPHS



Street Scene – Looking West on Helen Drive



Street Scene – Looking East on Helen Drive

HIGHEST AND BEST USE

Highest and Best Use is defined as:

"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."[4]

The analysis of the site requires some basic considerations as to what uses are reasonably possible, what uses are legally permitted with respect to zoning, deed restrictions, recorded covenants, conditions, and restrictions. In addition, the analysis must review the uses that are financially supported under existing and projected market conditions. The analysis must determine what uses among the alternatives are physically possible and will be the most profitable.

Legal and Permissible Uses

The subject property is under the zoning jurisdiction of the City of Redlands and has a zoning of Specific Plan SP-59. This zoning will allow for low-density residential development. Density is based topography and slope exhibited by each potential lot. The specific plan would allow for one residential home on each lot or a total of 4 potential homes.

The provided Tentative Tract Map (TTM) # 20011 shows a six lot subdivision with potential building pads offering view potential of the surrounding neighborhood and foothills. The TTM is not approved nor submitted to the city for approval. However, the TTM does provide a conceptual view of the development potential of the site.

According to planning officials, given the subject's zoning designation and rolling hills topography, this area would support a very low density residential use. Recognizing the zoning and topography restrictions, development of four homes, one on each lot, would be a legal use of the site.

Physically Possible, Appropriately Supported

Public water, electricity, and gas are all available along the perimeter of the site to varying degrees from Helen Drive and Bruder Lane. Public sewer is not available to the site and all development would require private septic service.

The natural topography of the site is that of rolling hillside with some areas having steep grades. The rolling hillside will require significant grading to complete building pads, access drives, and widen the street. There is a significant amount of open space due to the sloping topography.

Nearby tracts are developed with a newer low-density residential development. Under the principal of conformity, the most likely use of the site would be some type of low density

[4] Ibid, Page 50

residential development. The location together and large lot sizes would support large homes likely in excess of 3,000 SF. The ability to move lot lines could potentially increase the overall desirability of the individual lots.

Financially Feasible

Sales prices of finished homes have been increasing over the past decade; however, recent interest rate increases have slowed sales and are expected to slow new home development. In its current condition, the subject property is considered raw land with a conceptual Tentative Tract Map. The tentative tract map is an entitlement that could reduce development time. However, given the lack of any approvals the timing of any new development would be lengthy. Furthermore, the tentative tract map is in opposition to the specific plan (6 lots vs. the existing 4 lots) and, therefore, a typical buyer is not likely to give any contributory value to the TTM.

No cost estimates for construction of the tract infrastructure were available to the appraiser. Any potential development of the subject property is very speculative in nature due to the perceived high cost of development and time involved in obtaining entitlements (i.e., planning, approvals, architectural, engineering, etc.), constructing the in-tract infrastructure, constructing the homes, and marketing the development. Given the perceived high cost of the in-tract infrastructure financial feasibility of constructing a 4-lot development under current market conditions is doubtful.

An alternative to developing the site with a 4 lot residential development would be for a smaller developer / owner to utilize the site for a single estate with the potential to process a future subdivision or build a second, third, or fourth home on the site in the future.

Maximally Productive

It is also important to determine which use, among those that are financially feasible, would provide the greatest net return to the land. That which provides the greatest return would be "maximally productive".

To specifically determine the feasibility of any one particular use (i.e., to conduct a complete feasibility study) goes beyond the scope of this report. However, given the current condition of the property, the perceived high cost of constructing the in-tract infrastructure, development of a 4 lot residential development under current market conditions is unlikely. The most likely buyer for the site would be a land speculator, owner-builder, or other investor looking to “land bank” the property and hold it for future development. Alternatively, a local area builder / owner could develop the site as a single large estate lot with one or multiple homes. The large estate development would not likely require a tract map and could potentially be developed sooner than any larger development at a lower cost, while retaining the ability to subdivide in the future.

Conclusion of Highest and Best Use As-If Vacant

Overall, the highest and best use is to hold site for future development by either a merchant builder looking to develop 4 residential homes or a single local area owner-builder looking to develop a large estate with the ability to build / sell additional homes in the future.

VALUATION

Market Value is the present worth of all expected future net benefits accruing from ownership of real estate. The appraisal process is a systematic, orderly and logical method of collecting, analyzing and processing market data in order to make an informed judgment of the Market Value of specific real property. In order to measure the present worth of future net benefits, three appraisal methods are typically developed for processing market data into indicators of value. They are: the ***Cost Approach***; the ***Sales Comparison Approach***; and the ***Income Approach.*** All three are Market Approaches. All three are interrelated because each is based on specific data collected from active participants in the real estate market. The applicability of each approach depends directly upon the nature of the market, which governs the quality and quantity of the data available.

Applicable Approaches for the Subject Property Valuation

For purposes of this analysis, the appraiser has relied on the Sales Comparison Approach only. Both the Cost Approach and the Income Approach were excluded as being the least applicable approaches to value.

Exclusion of the cost approach is based on:

- The subject property is vacant land with no building improvements. Therefore, a cost approach is not applicable.
- A related analysis using a developmental approach is not possible due to the subjectivity involved with estimated the costs associated with constructing the infrastructure and building a tract of homes (i.e., no development cost analysis exists).

Exclusion of the Income Approach is based on:

- Land similar to the subject is not typically purchased for its income producing capabilities. Therefore, the Income Approach is not applicable.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach involves directly comparing the subject property to similar properties that have recently sold or are listed for sale. The Direct Sales Comparison Approach is based upon the principal of substitution. This principal states that "… The value of a property that is replaceable in the marke7t tends to be set by the cost of acquiring an equally desirable substitute property of similar utility and desirability within a reasonable amount of time."

A major premise of the Direct Sales Comparison Approach is that the market will determine a price for the subject property in much the same way that it determined the price of the comparable sales. Sales data similar in size, quality, and location to the subject were researched.

To determine the effect of time on the general level of sales prices, the sales were reviewed over a four-year period. The search consisted of a review of public records, published sources such as CoStar COMPS®, LoopNet®, AIR® Commercial Real Estate Association, local Multiple Listing Board, along with data and interviews provided directly by brokers and market participants active in the area.

A summary of comparable sales is located on the following page.

SUMMARY OF LAND DATA

Data No.	Location	Sale Date Doc. #	Sale Price Terms	Price PSF of Land Per Acre	Land Area SF	Land Area Acres	Zoning	Topography Entitlements Utilities	Building Improvements	Buyer / Seller
Sub.	South side of Helen Dr. @ Bruder Lane	N/A	N/A	N/A	960,337	22.05	SP - 59	Rolling Hills	Vacant	Owner: Macknet
	Redlands							TTM (not approved)		
	APN: 0300-451-13, 14, 24, & 25							Public water, electric		
	Comments	Four contiguous parcels. Rolling topography requiring extensive grading but offers good view potential.								
1	Hollie Drive, N. of Jeffery Dr.	9/15/2022	$236,500	$0.56	424,274	9.74	RA-10	Rolling Hills to Steep Topography	Vacant	Victor Caldas-Sanchez
	Redlands	Doc. 395706	Cash	$24,281				Raw Land		Emerald Bay Eleven LLC
	APN: 471-250-020							No public water or electric		
	Comments	Single parcel of land allowing one residence. Part of the Tremont Ranch (Phase 1, Lot #4). Rolling topography with steep slopes and a rough graded pad with Panoramic view. Paved private road access. Tremont Ranch is a gated development with all home sites being "off-the-grid". Each site requires a well for water, solar electric, propane gas, and septic.								
2	Alessandro Rd., S. of Sunset	6/9/2021	$649,500	$0.56	1,168,714	26.83	SP - 43	Rolling Hills	Vacant	Sunrise R Ranch LLC
	Redlands	Doc. 259938	Cash	$24,208				Zoning Only		Timothy & Elizabeth Jenkins
	APN: 0175-271-11							Public water, electric		
	Comments	Single parcel of land with +- 2 acre plateau on top of lot for potential residential home. Zoning would allow site to be subdivided. Per the specific plan, this site can accommodate up to 10 residential homes. The site is unentitled raw land. Electric, gas and water are available to the property. Property was on the market 695 days. Original asking price was $1,095,000. Most recent asking price was $899,000. Prior sale on 6/21/2018 at $600,000.								
3	31848 Highview Drive	6/4/2021	$595,000	$1.85	321,037	7.37	R-R-A	Rolling Hills	Vacant	Mcguire LLC
	Redlands	Doc. 255722	Cash	$80,733				Zoning Only		Khissi Living Trust
	APN: 0301-142-02							Public water, electric		
	Comments	Single parcel of land. Rolling topography with multiple opportunities for building pads. Zoning would allow site to be subdivided with minimum lot size of 20,000. However, slopes would reduce the number of potential lots to approximately 7 to 10 lots.								
4	9305 Smiley Blvd.	2/4/2022	$700,000	$0.85	821,977	18.87	RA-10	Rolling to Steep Slope	Tiny House	New Age Gastroenterology Inc.
	Redlands	Doc. 74599	Seller Carry	$37,096				Zoning Only	Fence / Corrals	Thomas B. Reingrover
	APN: 471-270-028							Well is in. Electric Available.		
	Comments	Single parcel of land. Rolling topography with multiple opportunities for building pads. Graded pad is approximately two acres with compaction complete. Two wells with storage tank. Electric service with meters is onsite. Fenced throughout. Horse corral, two car garage, tiny house fully functional.								
5	Opal Street, N. of Panorama Dr.	Listing	$2,556,000	$1.97	1,297,216	29.78	SD-Res	Rolling to Steep Slope	Vacant	
	Redlands		Cash Eq.	$85,829				Zoning Only		Seller: Paul F. Ryan
	APN: 0299-241-01, 02, 03, & 08							Public water, electric		
	Comments	Four contiguous parcels with access from Panorama Drive and future extension of Opal Ave. Zoning allows residential use according to slopes and planning approval. According to planning officials, this area supports a very low density residential use. Could support several large lots with residential homes. Numerous options for home pads. Very good view potential.								
6	Creekside Dr. N. of Live Oak Canyon Rd.	Listing	$2,100,000	$0.77	2,732,519	62.73	A1	Rolling Hills to Steep Topography	Vacant	
	Redlands		Cash Eq.	$33,477				Zoning Only		Seller: Richard & Anne Hernandez
	APN: 0294-151-49							Well is in. Electric Available.		
	Comments	Single parcel of land. Rolling topography with large graded plateau offing panoramic views overlooking surrounding hillside. Numerous other opportunities for additional building pads. Shared private gate and paved access easement. Water well is in. Electric is to adjacent parcel.								

COMPARABLE LOCATION MAP

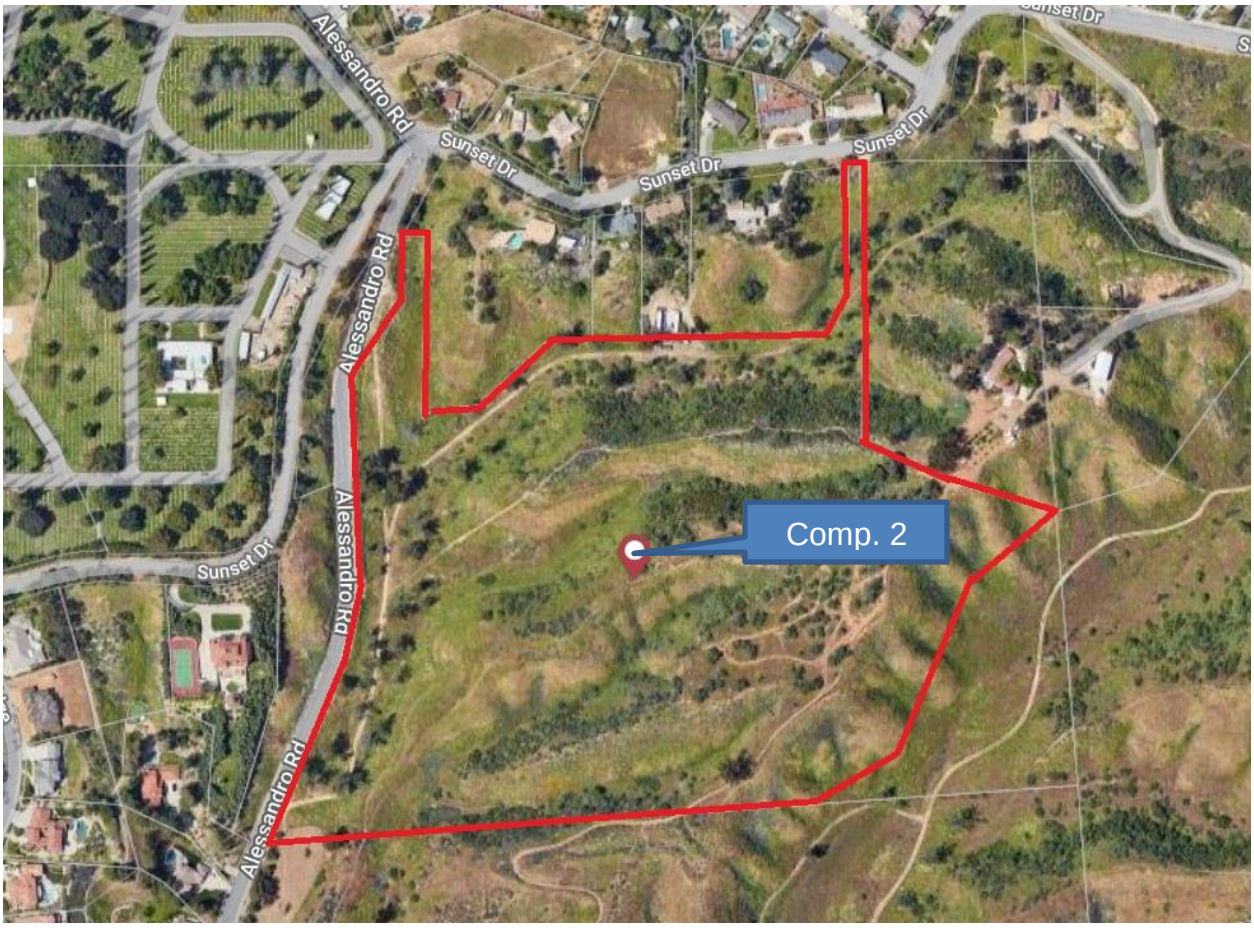


Comparable Data No.1



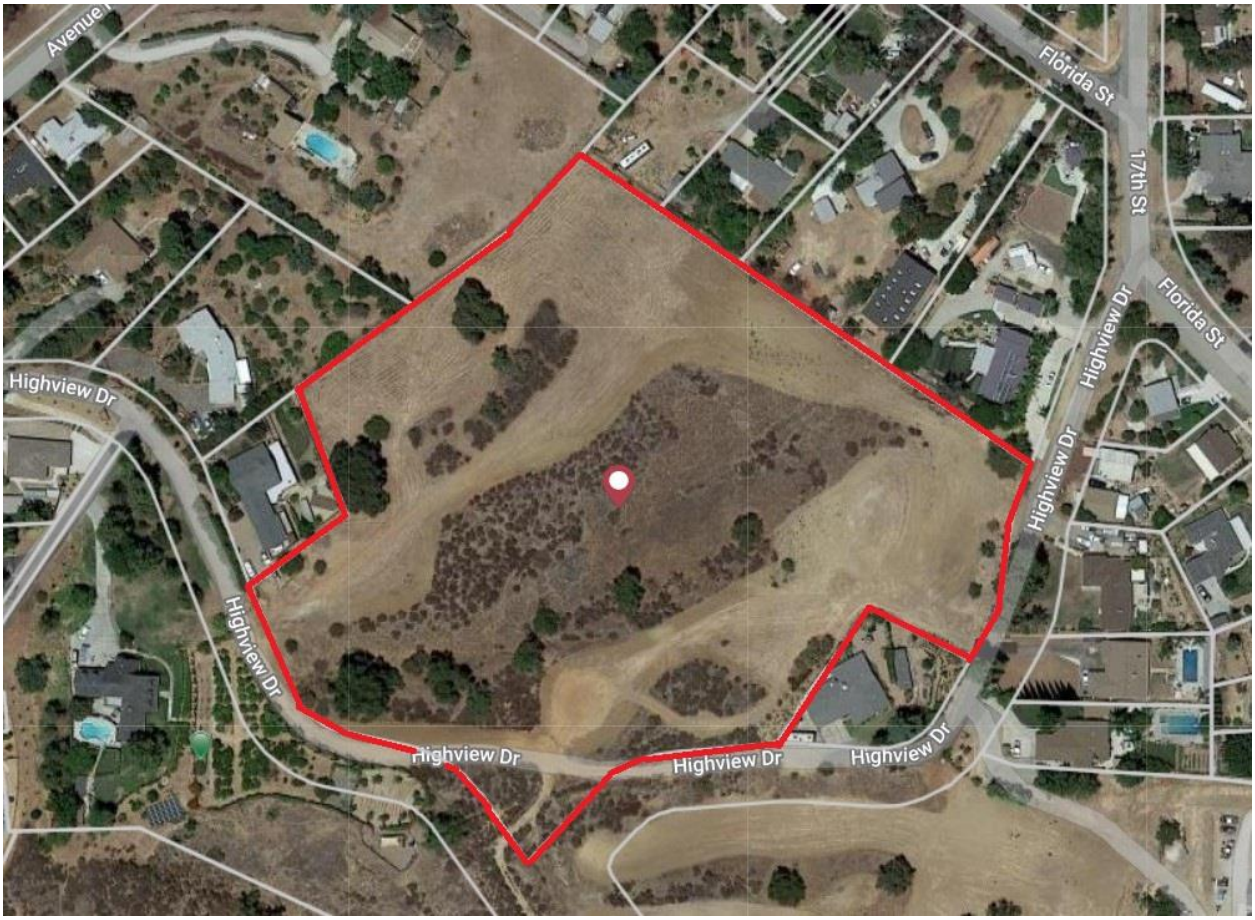
Comparable Data No.1 ($24,208 / Acre) is a recent sale of a single parcel of land. The purchase price was $236,500 or $24,281 per acre. The site is accessed from Hollie Drive. The site has rolling topography and a graded pad that offers panoramic views to the future residence. The property is part of Tremont Ranch, a custom lot subdivision located south of the Redlands city limits. This particular site cannot be subdivided and represents a single homesite. Tremont Ranch is marketed as an "off-the-grid" development whereby each homesite requires a private well, septic, and solar power. Reportedly, Edison will only bring electrical power to the development if all property owners pay to bring in the service. According to the listing agent, all buyers within Tremon Ranch are planning to use solar power rather than pay to bring in municipal power. The larger Tremont Ranch development has sold numerous sites over the past several years. Comparable Data No.1 is one of the most recent sales in the development and was known as Lot #4 in Phase 1. The adjacent site, Lot #3, sold in November 2021 at $225,000 suggesting the market price has remained relatively level over the past year.

Comparable Data No.2



Comparable Data No.2 ($24,208 / Acre) is a recent sale on 6/9/2021 at a purchase price of $649,500 or $24,208 per acre. The property had been on an off the market for an extended period of time, dating back to May 2019. The original asking price was $1,095,000 and the price was reduced several times during the marketing period. This site has an abundance of frontage along Alessandro Road, with a secondary access from Sunset Drive. The site has rolling topography with no structures. There was a TTM for 10 lots which is now expired. The development potential of this site would likely support multiple residences. The buyer is a regional home builder who will process entitlements for future development of luxury homes. The listing agent indicated that they "definitely tested the market" for this property by starting high on the asking price and then dropping the price until a buyer could be found. A prior sale on 6/21/2018 was at $600,000 suggesting that there has been little movement in the market. The prior buyer had planed to develop the property as one large estate / horse ranch but changed his mind and decided to sell.

Comparable Data No.3



Comparable Data No.3 ($80,733 / Acre) is a recent sale in the southeast portion of Redlands. The site has multiple access points along Highview Drive, which is an unpaved. The topography is rolling with approximately 50% of the site being level with opportunities for numerous building pads. The zoning would allow for 20,000 SF minimum lot sizes. Given the topography and configuration, it is estimated that the site could be subdivided to accommodate 7 to 10 lots. Gas, electrical and water are to the site. No sewer is available so a private septic is required. The land is currently unentitled. The listing price was $599,000 with the property having been on the market for a reported 104 days prior to entering escrow.

Comparable Data No.4



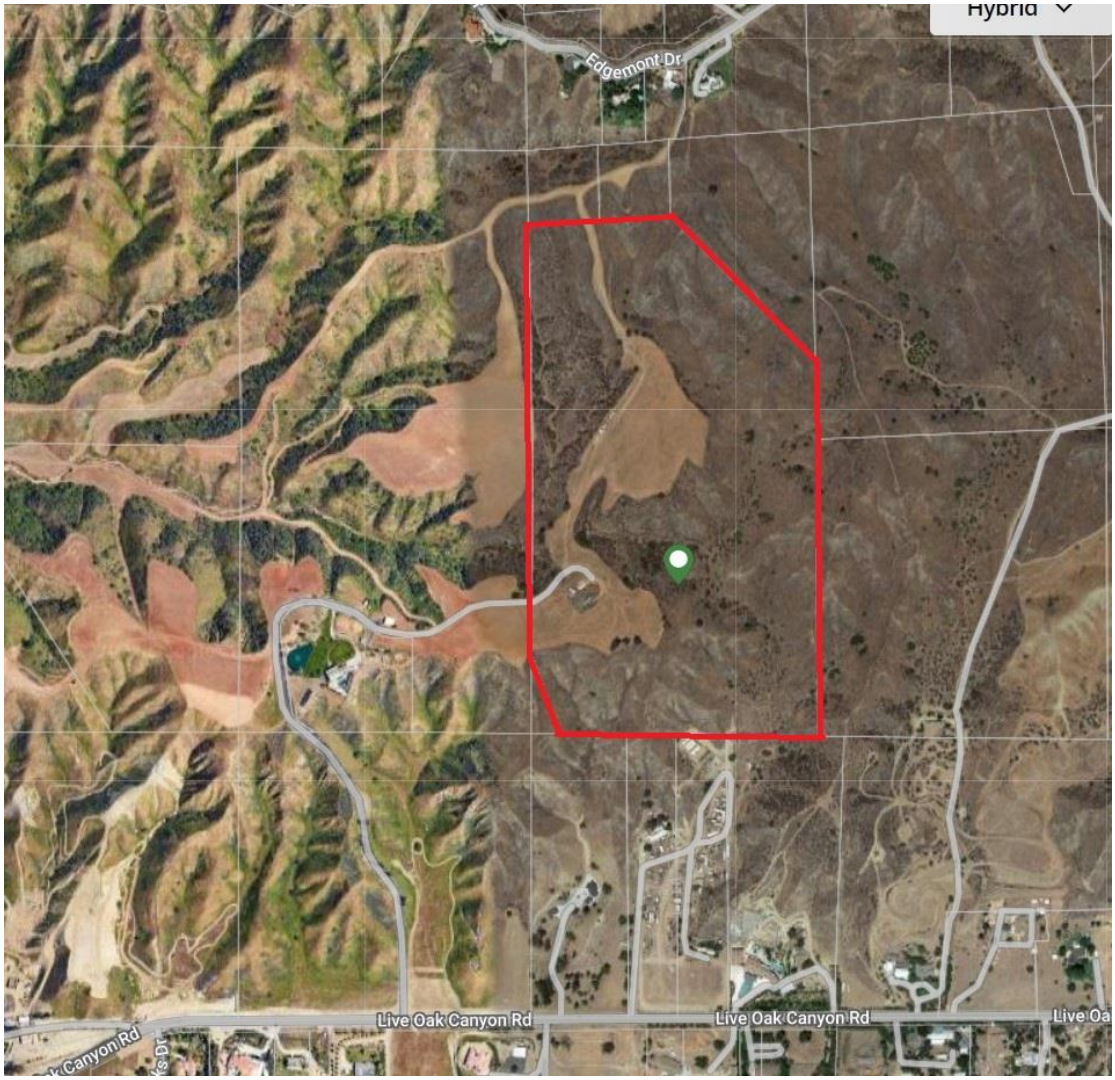
Comparable Data No.4 ($37,096 / Acre) is a recent sale consisting of 18.87 acres of land that is just outside the Tremon Ranch development, south of Redlands. The comparable is irregular in shape with frontage and access from both Smiley Blvd and Jeffery Drive. Topography is rolling with a larger (approximately 2 acre) plateau offering panoramic views. This site has two water wells constructed with electric (Edison) meter also onsite. There are fences and corrals, and a “tiny house” that is fully functional but considered personal property as it is not on a permanent foundation. The site could potentially be subdivided. Given its size, configuration, and zoning, the property could likely support two lots. The property was listed for an extended period of time (1,165 days) at an asking price of $750,000. The owner-carried the financing with $350,000 down.

Comparable Data No.5



Comparable Data No.5 ($85,829 / Acre) is an active listing of four contiguous parcels of residential land located east of the Redlands city limits. The property has been listed at its current price for 144 days on the market. The property has rolling topography with multiple opportunities for building pads with very good view potential. Access is via Panorama Drive, which is a paved but privately maintained road. Future access could also be provided via Opal Street, which would require construction. Municipal water is within 200' of the site. Electric is available. Zoning would allow for a very low-density subdivision. The property is adjacent to an open space nature preserve.

Comparable Data No.6



Comparable Data No.6 ($33,477 / Acre) is an active listing of a single parcel of residential land. The property is accessed via a paved easement street off of Live Oak Canyon Road. There are two water well but no pump or holding tanks onsite. Electric is near property boundary. The site has rolling topography with a large, rough graded pad with panoramic views. The site could likely be subdivided for multiple lots. The property has been listed at the current asking price for 205 days. The listing agent reports no offers and only limited activity from prospective buyers.

VALUATION

The data utilized represents the most comparable data that could be found in the general market area. In order to determine a value for the subject property, the land data must be adjusted to reflect the differences between them and the subject site. The limited land data makes adjustments difficult to support with a paired sales analysis. In some instances, it was necessary to make qualitative rather than quantitative adjustments. The qualitative adjustments are based on the appraiser's general knowledge of the area as well as information obtained from personal interviews with active brokers and market participants. Cost of construction is also considered as a basis for certain adjustments. In many cases, the adjustments are not meant to be exact measurements but an attempt to reflect the thinking of a typical buyer in the marketplace.

The basic elements of comparison that have been considered within this analysis include:

- Transactional adjustments
  - Property rights conveyed
  - Financing terms
  - Conditions of sale
  - Expenditures anticipated after sale
  - Market conditions

- Property Adjustments
  - Location
  - Physical characteristics
  - Economic characteristics

The comparable data used in the analysis represents the best data available. An emphasis was placed first on location, site utility / use, and then size. The comparable data was chosen in an attempt to “bracket” the subject property’s site size in an effort to better support the conclusion of value.

Financing Terms / Cash Equivalency

Sale Data No.1, 2, and 3 were all purchased with cash and no adjustment is warranted.

Sale Data No.4 was seller-financed. Although the terms of the financing were not disclosed, the seller financing often saves the borrower considerable cost in loan fees. A 3% downward adjustment is warranted to reflect cash equivalency.

Sale Data No.5 and 6 are active listings and assume cash equivalency. No adjustments are warranted.

Extracted Value of Onsite Improvements

Sale Data No.1, 2, 3, 5, and 6 are all vacant unimproved sites and no adjustment is warranted.

Sale Data No.4 was improved with fencing, horse corrals, a two car garage, and a "tiny" house. A downward adjustment is warranted for the contributory value of the improvements.

Real Property Rights Conveyed

The subject property's fee simple interest is being appraised. All of the sales utilized in the analysis transferred (or will transfer) the fee simple interest. No adjustment is warranted.

Conditions of Sale / Economic Characteristics

Data No. 5 and No.6 are active listings. Typically, properties will sell for less than the asking price due to negotiations between buyer and seller. Therefore, Data No.5 and No.6 warrant downward adjustments.

Expenditures after Sale

Expenditures after purchase is an adjustment made to the comparables for any significant or unusual expenditure that impacted the purchase price such as items of toxic or hazardous waste clean-up or other action immediately necessary for the purchaser.

No such expenditure was reported for any of the comparable data. No adjustments required.

Market Conditions (Time)

The data represents four closed sales that transacted between 6/4/2021 and 9/15/2022, plus two active listings. Based on historical land sales, sales of finished residential homes, and market participant interviews, the market for residential land likely peaked in the 1st Quarter 2022 and has since declined due to dramatically increasing interest rates and high cost of construction.

Land Sale no.1 is a very recent sale that closed on 9/15/2022 and warrants no adjustment.

Land Sale No.2 and No.3 both closed in June 2021. The market likely went up after these sales closed and then back down with the interest rate increases. Therefore, no adjustment is warranted. This assumption is supported by paired sales within the Tremont Ranch development, which suggest the market price between early 2021 and September 2022 has remained stable.

Land Sale No.4 closed near the height of the market in February 2022, prior to the recent interest rate hikes. This sale warrants a downward adjustment.

Land Sales No.5 and 6 are active listings and warrant no adjustment.

Location

The location adjustment recognizes not only the general location and / or market identity of each property. The adjustments are based on a rough comparison between the data and past experience comparing sales from within the market area.

Land Data No.1 and No.4 represent a more rural location in Redlands, further from typical neighborhood conveniences. This condition is somewhat offset by the appeal that a rural setting offers prospective homeowners. Overall, an upward adjustment is warranted.

Land Data No.2, 3 and 5 are all located in Redlands with similar proximity to typical neighborhood conveniences. No adjustments are warranted.

Land Data No.6 is located in Live Oak Canyon and is further from Redlands neighborhood conveniences. An upward adjustment is warranted.

Topography / Site Utility / Views

This adjustment looks at the general topography, utility of the site (shape), and view potential. All of the sites utilized in the analysis offer rolling topographies with varying degrees of slopes and view potential. Topography is important as the slopes reduce the ability to construct usable building pads. In addition, the cost of grading and infrastructure is higher with rolling hills and steep slopes. Bottom line, the rolling hills typically result in far fewer lots (i.e., more open space area) due to the unbuildable hillsides.

Land Data No.1 and No.5 have superior view potential and/ or usable site area and warrant downward adjustments.

Land Data No.2 has low-lying areas with less view potential when compared to the subject. An upward adjustment is warranted.

Land Data No.3 has more usable building area that allows greater flexibility for future development. A downward adjustment is warranted.

Land Data No.4 and 6 are deemed to be generally similar or offer offsetting adjustments and no adjustments are warranted.

Utilities Available

The majority of the comparable properties either have a water well already constructed (Sale Data No.4 and No.6) or public water available at or near the property. With the exception of Sale Data No.1, all of the comparable properties have electric at or nearby the property.

Sale Data No.1 is part of Tremont Ranch, which is an “off-the-grid” custom lot development. This property will require well water and full solar electric. An upward adjustment is warranted.

Lot Size

Smaller sites often sell at a higher price per acre than do larger sites, all other aspects being equal. This is due primarily to economies of scale. Additionally, there tends to be fewer buyers for the larger parcels.

Sale Data No.1 and No.3 are notably smaller than the subject at 9.74 acres and 7.73 acres respectively. However, given that the subject property has multiple parcels and could potentially be sold separately, no adjustment is warranted.

Sale Data No.2, No.4 and No.5 range in size from 18.87 acres up to 29.78 acres, which closely brackets the subject's 22.05 acres. No adjustment is warranted.

Sale Data No.6 is a larger site of 62.73 acres and warrants an upward adjustment.

Zoning / Entitlements

The subject property is zoned for residential development. The subject property has preliminary entitlement work as evidenced by the TTM. However, the city has no record of the TTM being approved, much less submitted for approval. The subject's TTM does provide some conceptual support for a development that would entail 6 residential lots. However, zoning limits the subject property to four residential homes (one on each lot). None of the properties sold with approved entitlements for development and, therefore, the development potential is based on zoning only.

Sale Data No.1 and No.4 are both zoned RA-10. These zoning are more restrictive than the subject's and effective limit any ability to divide the parcels into lots smaller than 10 acres. An upward adjustment is warranted.

Sale Data No.2 is zoned SP-43, which would allow for a low-density subdivision, similar to the subject's zoning. No adjustment is warranted.

Sale Data No.3 is zoned RRA, which reportedly would allow lots as small as 20,000 SF. However, the topography of the site would likely limit the property to a low-density subdivision of 7 to 10 lots. A downward adjustment is warranted.

Sale Data No.5 is zoned SD-Special District Residential, which would allow for a low-density subdivision based primarily on topography. This zoning is similar to the subject and no adjustment is warranted.

Sale Data No.6 is zoned A1-Agriculture, which is a more restrictive zoning and warrants an upward adjustment.

Adjustment Summary

The adjustment analysis is summarized on the following page.

	ADJUSTMENT GRID NO.1													
	SUBJECT		LAND DATA NO.1		LAND DATA NO.2		LAND DATA NO.3		LAND DATA NO.4		LAND DATA NO.5		LAND DATA NO. 6	
	South side of Helen Dr. @ Bruder Lane Redlands		Hollie Drive, N. of Jeffery Dr. Redlands		Alessandro Rd., S. of Sunset Redlands		31848 Highview Drive Redlands		9305 Smiley Blvd. Redlands		Opal Street, N. of Panorama Dr. Redlands		Creekside Dr. N. of Live Oak Canyon. Redlands	
TRANSACTIONAL	Sale Date	N/A	9/15/2022		6/9/2021		6/4/2021		2/4/2022		Listing		Listing	
	Sale Price	N/A	$236,500		$649,500		$595,000		$700,000		$2,556,000		$2,100,000	
	Adjusted Cash Equivalent Sale Price	N/A	$236,500		$649,500		$595,000		$679,000		$2,556,000		$2,100,000	
	Per Acre	N/A		$24,281		$24,208		$80,733		$35,983		$85,829		$33,477
	Extracted Value Of Structural Imp.	Vacant	Vacant	$0	Vacant	$0	Vacant	$0	Corrals, garage, fence Tiny House	-$3,000	Vacant	$0	Vacant	$0
	Adjusted Price/ Acre			$24,281		$24,208		$80,733		$32,983		$85,829		$33,477
	Conditions of Sale	Typical	Typical	0.00%	Typical	0.00%	Typical	0.00%	Typical	0.00%	Listing	-10.00%	Listing	-10.00%
	Adjusted Price/ Acre			$24,281		$24,208		$80,733		$32,983		$77,247		$30,129
	Expenditures After Sale	None	None	0.00%	None	0.00%	None	0.00%	None	0.00%	None	0.00%	None	0.00%
	Adjusted Price/ Acre			$24,281		$24,208		$80,733		$32,983		$77,247		$30,129
	Time / Market Conditions	N/A	9/15/2022	0.00%	6/9/2021	0.00%	6/4/2021	0.00%	2/4/2022	-5.00%	Listing	0.00%	Listing	0.00%
	Adjusted Price/ Acre			$24,281		$24,208		$80,733		$31,334		$77,247		$30,129
PROPERTY	Market Identity	Redlands	Redlands		Redlands		Redlands		Redlands		Redlands		Redlands	
	Location	Southeast	Rural	20.00%	South	0.00%	Southeast	0.00%	Rural	20.00%	North of I-10	0.00%	Rural	10.00%
	Topography & Site Utility / Views	Rolling Hills Street Imp. / Views	Rolling Hills Superior View	-10.00%	Rolling Hills Inferior	20.00%	More Usable Area Superior	-30.00%	Rolling hills Similar	0.00%	Rolling Hills Superior	-20.00%	Rolling Hills Similar	0.00%
	No. of Parcels	4 Parcels	1 Parcel		2 Parcels		1 Parcel		1 Parcel		1 Parcel		1 Parcel	
	Acres	22.05	9.74		26.83		7.37		18.87		29.78		62.73	
	Lot Size - Sq. Ft.	960,337	424,274	0.00%	1,168,714	0.00%	321,037	0.00%	821,977	0.00%	1,297,216	0.00%	2,732,519	10.00%
	Utilities Available	Water, electric	None	30.00%	Water, electric	0.00%	Water, electric	0.00%	Well, electric	0.00%	Water, electric	0.00%	Well, electric	0.00%
	Zoning	SP - 59	RA-10		SP - 43		R-R-A		RA-10		SD-Res		A1	
	Entitlements	TTM (not approved)	Zoning Only	10.00%	Zoning Only	0.00%	Zoning Only	-10.00%	Zoning Only	10.00%	Zoning Only	0.00%	Zoning Only	10.00%
	Net Adjustment			50.00%		20.00%		-40.00%		30.00%		-20.00%		30.00%
	Adjusted Price/ Acre	**N/A**		**$36,422**		**$29,050**		**$48,440**		**$40,734**		**$61,797**		**$39,168**

Sales Comparison Approach Conclusion

After adjustment, the primary comparable data (excluding the supplemental listings) indicate a market value range for the subject property $29,050 per acre to $61,797 per acre, with an average of $42,602 per acre. The data provided is considered adequate for determining value. The upper end of the range is indicated by Land Data No.5, which along with Land Data No.6 is a current listing and is given less weight. Most weight in the conclusion of value is given to Data No.1, 2, 3, and 4 which average $38,661 per acre.

Overall, the adjusted value range provides adequate support for a reasonable conclusion. **Based on the data and analysis presented, the Fair Market Value by Sales Comparison Approach is:**

$40,000 per acre x 22.05 Acres = $882,000 (rounded)

Allocation of Value:

The valuation is allocated over the four parcels as follows:

APN: 0300-451-13:	3.20 Acres x $40,000 =	$128,000
APN: 0300-451-14:	2.5 Acres x $40,000 =	$100,000
APN: 0300-451-24:	8.57 Acres x $40,000 =	$342,800
APN: 0300-451-25:	7.78 Acres x $40,000 =	$311,200
Total:		$882,000

RECONCILIATION AND CONCLUSION OF VALUE

All applicable approaches to value have been presented in this report. The final step in arriving at an opinion of the value is the reconciliation of the value indicators. The market value indicators for the subject property are:

APPROACH	INDICATED VALUE
Cost Approach	N/A
Sales Comparison Approach	$882,000
Income Approach	N/A

The Sales Comparison Approach is the only applicable approach to value for the subject's vacant land. The data provided is adequate to determine a reliable value indication. Neither the Income Approach nor the Cost Approach are applicable.

Conclusion of Fair Market Value

Based on the investigation and analysis summarized herein, and subject to the assumptions and limiting conditions set forth in this report, our concluded **Fair Market Value** of the **Fee Simple** interest in the subject property, **as of October 31, 2022 is:**

EIGHT HUNDRED EIGHTY-TWO THOUSAND DOLLARS

$882,000

ESTIMATE OF MARKETING/ EXPOSURE TIME

The estimate of the exposure time for the subject is supported by examining exposure times of similar recent sales in the market area. The estimate of the exposure time for the subject is supported by examining exposure times of similar recent sales in the market area. Based on these indications, together with conversations with active brokers in the market area, an ***Exposure Time*** **of 12 months** has been concluded for the subject property.

The conclusion of Marketing Time for the subject property is the estimate of time, going forward, that the property will require to achieve a sale. Most market participants agree that the marketing time going forward is expected to be similar to the trends set in the past 12 months due primarily to the continued sluggish economic and market conditions in the region. As such, the forecast of *Marketing Time* for the subject property is concluded to be similar to the previously concluded *Exposure Time*.

Based on the local market data, a ***Marketing Time*** **of 12 months** has been concluded for the subject property.

CERTIFICATION OF APPRAISAL

Without limiting any of the foregoing statements and information, I, James G. Towers declare the following:

1. I hold myself out to the public as an appraiser and perform appraisals on a regular basis for which I receive compensation.
2. Because of the qualifications as described in this appraisal (and pursuant to paragraph 1, above), I am qualified to make appraisals of the type of property being valued in this appraisal.
3. I am not a person described in Treasury Regulation §1.170A-13(c)(5)(iv).
4. I understand that an intentionally false or fraudulent overstatement of the value of the property described in this appraisal or an appraisal summary may subject me to a civil penalty under Code Section 6701 for aiding and abetting an understatement of tax liability, and moreover, I may have appraisals disregarded pursuant to 31 U.S.C. 330(c); and
5. I understand that a substantial or gross valuation misstatement resulting from an appraisal of the value of property that I know, or reasonably should have known, would be used in connection with a return or claim for refund, may subject me to a civil penalty under Code § 6695A.
6. I performed this appraisal as a "qualified appraiser" in accordance with generally accepted appraisal standards within the meaning of Code § 170(f)(11)(E)(i)(II) and paragraph 3.02 of Notice 2006-96.
7. I have earned an appraisal designation from Appraisal Institute, which is a recognized professional appraiser organization, within the meaning of Code § 170(f)(11)(E)(ii)(I) and paragraph 3.03(1) of Notice 2006-96, which awarded such designation on the basis of demonstrated competency in valuing the type of property for which this appraisal was performed.
8. This appraisal does not involve an appraisal fee prohibited by Treasury Regulation §1.170A-13(c)(6).
9. Because of my background, experience, education and membership in professional associations, I am qualified to make appraisals of the type of property valued herein.
10. I am licensed by the State of California as a Certified General Appraiser, License No. AG003282, which certifies me to appraise property of this type appraised herein within the State of California.
11. I have not been prohibited from practicing before the Internal Revenue Service by the Secretary under section 330© of title 31, United States Code, at any time during the 3-year period ending on the date of this appraisal.
12. The statements of fact contained in the appraisal report, upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.
13. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analysis, opinions and conclusions.
14. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
15. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
16. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
17. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
18. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
19. I have made a personal inspection of the property that is the subject of this report.
20. Digital photography presented in this report has not been altered in any way that would mislead the reader.
21. I did not base, either partially or completely, my analysis and/or the estimate of value on the race, color, religion, sex, handicap, familial status, health, or national origin of either the present or prospective owners, occupants, or users of the subject property or of the present or prospective owners, occupants, or users of the properties in the vicinity of the subject property.
22. I am competent to perform this appraisal assignment, by virtue of previous experience with similar assignments and/or proper research and education as to the specific property type being appraised.

23. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
24. No person has provided professional assistance in this appraisal assignment.
25. I have not performed prior appraisal(s) or conducted any other services service that involved the subject property during the three-year period immediately preceding the agreement to perform this assignment.
26. I certify that, to the best of my knowledge and belief, the reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
27. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
28. As of the date of this report, I James G. Towers have completed the continuing education program for Designated Members of the Appraisal Institute.



11/01/2022

By: James G. Towers, MAI, AIGRS, CCIM
CA BREA Certification #AG003282

Date

QUALIFICATIONS OF APPRAISER – JAMES G. TOWERS, MAI

I James G. Towers am self-employed and doing business as Towers & Associates, a full-service real estate appraisal and consulting firm. I specialize in the completion of narrative as well as approved form appraisals of all types of commercial, industrial, and residential properties. I have extensive experience in appraisal and consulting projects ranging from single-family residential homes to investment-grade office buildings, shopping centers, industrial buildings, business parks, apartment buildings / complexes, residential subdivisions, and master-planned communities. Appraisals have been performed throughout Southern California on performing and non-performing real estate at various stages of development.

My primary geographical area for single-family, small residential income, and small commercial/industrial properties is typically confined to the Inland Empire (Riverside and San Bernardino Counties). Larger investment grade properties are appraised throughout Riverside, San Bernardino, Los Angeles, and Orange Counties.

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

California Certified General Appraiser – BREA Appraiser Identification Number AG003282. Expiration Date is June 7, 2024.

Member of the Appraisal Institute (MAI and AI—GRS Designations) – Account # 102341

Member of the CCIM Institute (CCIM); Pin #: 23927

California Licensed Real Estate Broker – DRE Identification Number 01342640

EXPERIENCE

TOWERS & ASSOCIATES – Redlands, California
Self-Employed Real Estate Appraiser and Consultant
January 1994 to present

WELLS FARGO BANK – Los Angeles, California
Review Appraiser - Real Estate Technical Services
May 1992 to January 1994

SECURITY PACIFIC BANK / BANK OF AMERICA – Riverside, California
Assistant Vice President – Riverside Commercial Appraisal
November 1989 to May 1992

TOWERS APPRAISAL SERVICE – Beaumont, California
Self-Employed Real Estate Appraiser and Consultant
March 1986 to November 1989

TOWERS APPRAISAL SERVICE – Beaumont, California
Staff Appraiser
February 1982 to March 1986

EDUCATION

CALIFORNIA STATE UNIVERSITY – San Bernardino, California
Graduated 1988, with Bachelor of Arts degree, Business Administration with a concentration in Economics

Appraiser Qualifications Continued

SUCCESSFULLY COMPLETED PROFESSIONAL COURSES

Course	Provider
Real Estate Appraisal Principles	AIREA
Residential Valuation	AIREA
Capitalization Theory and Techniques Part A	AIREA
Capitalization Theory and Techniques Part B	AIREA
Case Studies in Real Estate Valuation Analysis	AIREA
Standards of Professional Practice	Appraisal Institute
Report Writing and Valuation Analysis	Appraisal Institute
Condemnation Appraising – 710	Appraisal Institute
Real Estate Appraisal X463	University of California Riverside
Real Estate Principles	Mt. San Jacinto College
Real Estate Practice	Anthony Schools
Real Estate Legal Aspects	Anthony Schools
Tools & Techniques for Managing an Appraisal Practice	McKissock
National USPAP Update	Appraisal Institute
California Laws & Regulations	McKissock
Appraising the Oddball	McKissock
Fair Housing	McKissock
Relocation	McKissock
Technology for Today's Appraiser	McKissock
The Cost Approach	McKissock
Business Practices and Ethics	Appraisal Institute
Advanced Sales Comparison & Cost Approach	Appraisal Institute
Advanced Market Analysis and Highest & Best Use	Appraisal Institute
Financial Analysis for Commercial Investment RE	CCIM Institute
Market Analysis for Commercial Investment RE	CCIM Institute
User Decision Analysis for Commercial Investment RE	CCIM Institute
Investment Analysis for Commercial Investment RE	CCIM Institute
Preparing to Negotiate	CCIM Institute
Ethics 2020	CCIM Institute

PARTIAL LIST OF CLIENTS PREVIOUSLY SERVED

- Wells Fargo Bank
- Bank of the West
- Citizens Business Bank
- Hanmi Bank
- U.S. Bank
- Bank of America
- City National Bank
- Union Bank
- Provident Savings Bank
- Citibank
- First Security Bank
- Chase Bank
- California Federal Bank
- Commercial Capital Bank
- American Business Bank
- City of Victorville
- City of Beaumont

ADDENDA

Appraiser's License
Engagement Letter

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

James G. Towers

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 003282

Effective Date: June 8, 2022
Date Expires: June 7, 2024

Loretta Dillon, Deputy Bureau Chief, BREA

3065065

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

APPRAISAL SERVICE BID & LETTER OF ENGAGEMENT

PROPOSED APPRAISAL:

Client:	City of Redlands c/o Chris Boatman, Assistant City Manager
Property Appraised:	Four contiguous parcels of vacant land on Helen Court, Redlands, CA Approximately 21 acres total APN: 0300-451-13, 14, 24, & 25 TTM 20011 (expired)
Owner:	Kenneth D. and Elaine Macknet

BID INFORMATION:

Total Fee:	**$5,000**
Payment:	100% of fee is due in advance as retainer
Est. Completion Date:	Approx. 8 Weeks from date of engagement
Report Type:	Appraisal Report
Format:	Narrative
Interest Appraised:	Fee Simple (unencumbered by any lease)
Value Premise:	As-Is Fair Market Value of the real property.
Purpose of Report:	To establish the fair market value for potential purchase by the city of Redlands.
Intended Use / Users:	Exclusive use by the client to function as an unbiased opinion of value.
Date Submitted:	8/25/2022
Requested By:	Chris Boatman
Mailing Address:	TBD
Voice:	909-798-7655
E-Mail:	cboatman@cityofredlands.org

SUBMITTED BY:

Towers & Associates

James G. Towers, MAI, AI-GRS, CCIM
P.O. Box 7783
Redlands, CA 92375
Office:(909) 335-1735
Cell: (909) 223-9328
E-Mail: jtowers@live.com

ACCEPTANCE OF PROPOSAL

Per your request, I would like to submit this engagement letter to retain my services as an appraiser. If you accept this proposal, please sign and return by e-mail or mail. Your signature authorizes Towers & Associates to complete the assignment. You will be contacted prior to the start of the appraisal to set up an appointment for inspection**.**

_____ _____

Signature Date

PURCHASE ORDER

Fiscal Year 2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **22300869**

Purchase Order Date **09/26/2022**

Department **MUNICIPAL UTIL & ENGINEERING**

Bill To FINBIL

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment

Ship To MUED

MUED
35 Cajon St
Suite 15A
Redlands, CA 92373

Vendor 201090

TOWERS, JAMES G
DBA: TOWERS & ASSOCIATES
PO BOX 7783
REDLANDS, CA 92375

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		201090	12301136	Cindy Barstow	

NOTES

PROPERTY APPRAISAL HELEN COURT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROPERTY APPRAISAL HELEN COURT	1.0000	EA	$5,000.0000	$5,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $5,000.00

Purchase Order Total $5,000.00

Deana Abramovich-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.

2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage

3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.

4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.

5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.

6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.

7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.

8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.

9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.

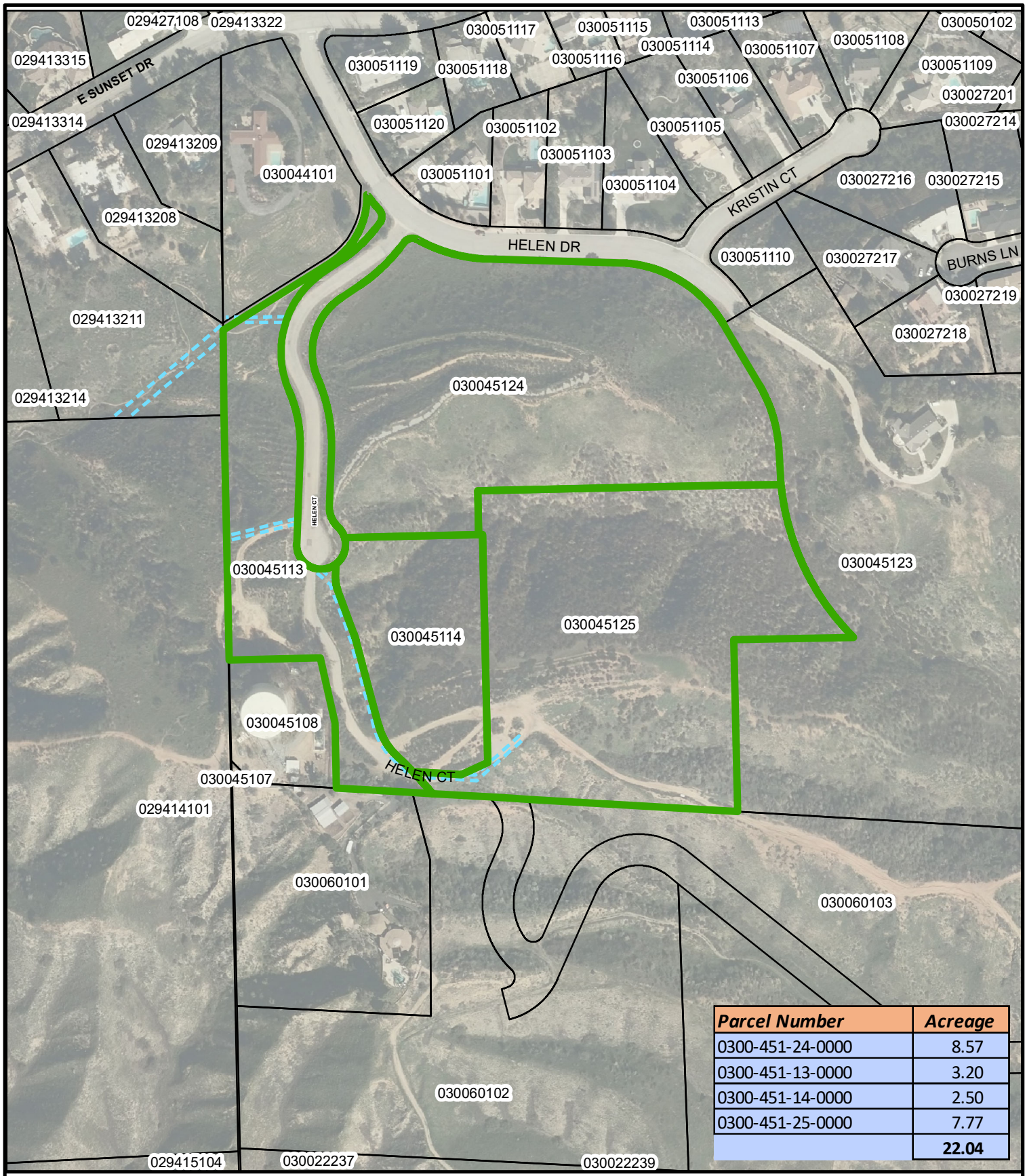
10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.

11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.

12. LICENSOR: All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.

13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).

14. PREVAILING WAGES: When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

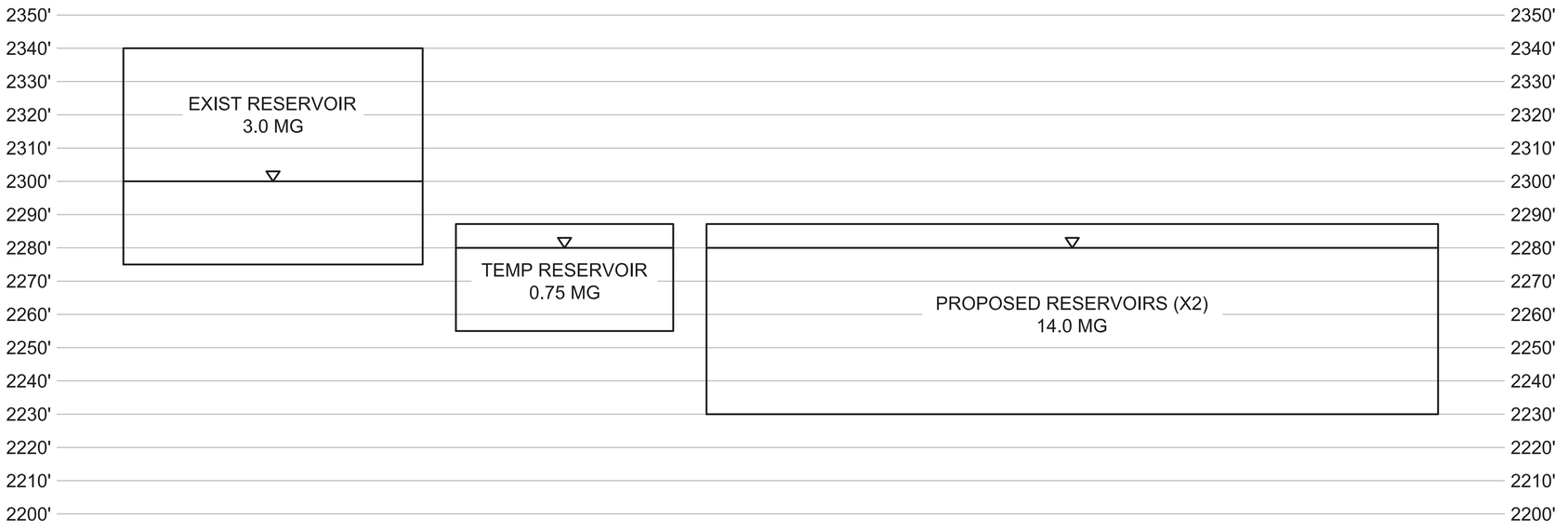


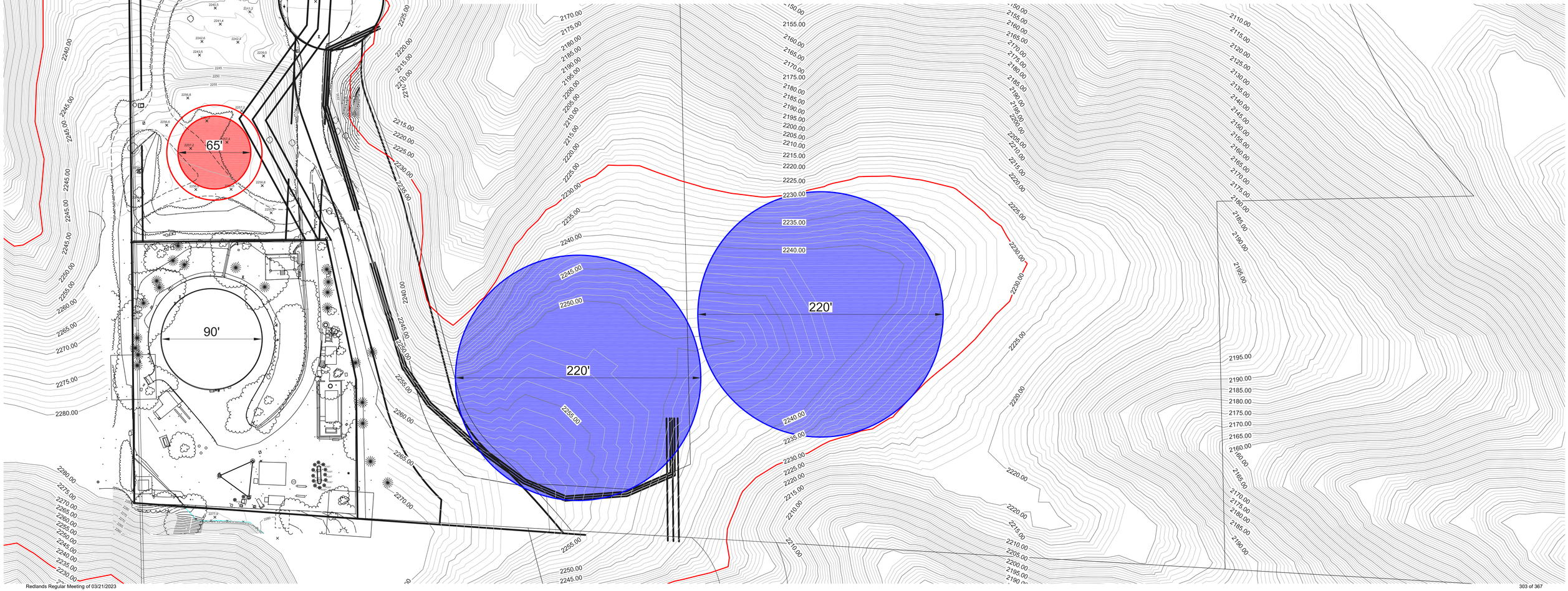
Parcel Number	Acreage
0300-451-24-0000	8.57
0300-451-13-0000	3.20
0300-451-14-0000	2.50
0300-451-25-0000	7.77
	22.04

MACKNET LAND PARCELS MAP

N
W E
S

SUNSET RESERVOIR PROFILES





PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

DATED MARCH 21, 2023

BY AND BETWEEN

CATHY A. MACKNET, KENNETH D. MACKNET II and MARK R. MACKNET,
Joint Tenants in Common, AS SELLER

AND THE

CITY OF REDLANDS,
a municipal corporation, AS BUYER

TABLE OF CONTENTS

Page

1. PURCHASE AND SALE. 1

2. PURCHASE PRICE 1

3. ESCROW. 2

3.1 Opening of Escrow 2
3.2 Escrow Instructions 2
3.3 Termination/Cancellation 2

4. ACTIONS PENDING CLOSING. 3

4.1 Due Diligence. 3
4.1.1 Property Materials 3
4.1.2 City's Due Diligence Tests. 4
4.1.3 City's Termination Right 4
4.2 Title 5
4.2.1 Deliveries by Seller 5
4.2.2 City's Review of Title 5
4.2.3 Condition of Title at Closing 6

5. DESCRIPTION OF PROPERTY. 6

5.1 The Property 6

6. CONDITIONS TO CLOSING. 6

6.1 City's Closing Conditions 6
6.1.1 Title 6
6.1.2 Seller's Due Performance 7
6.1.3 Physical Condition of Property 7
6.1.4 Bankruptcy 7
6.1.5 Posession/Removal of Personal Property 7
6.2 Seller's Closing Conditions 7

7. CLOSING. 7

7.1 Closing Date 7
7.2 Deliveries by Seller 7
7.2.1 Grant Deed 8
7.2.2 Non-Foreign Affidavit 8
7.2.3 State Affidavit 8
7.2.4 Owner's Affidavit 8
7.2.5 Proof of Authority 8

7.2.6 Other 8
7.3 Deliveries by City 8
7.3.1 Purchase Price 8
7.3.2 Proof of Authority 8
7.3.3 Other 8
7.4 Actions by Escrow Agent 9
7.4.1 Recording 9
7.4.2 Funds 9
7.4.3 Delivery of Document 9
7.4.4 Owners Title Policy 9
7.5 Prorations/Apportionment 9
7.5.1 Method of Proration 9
7.5.2 Survival 10
7.6 Closing Costs 10
7.7 Closing Statement 10
7.8 Deliveries Outside of Escrow 11

8. SELLER'S REPRESENTATIONS AND WARRANTIES. 11

8.1 Seller's Authority; Validity of Agreements 11
8.2 No Third-Party Rights 11
8.3 Litigation 11
8.4 No Violations of Environmental Laws 11
8.5 No Other Commitments 12
8.6 Property Materials 12
8.7 Permits and Approvals 12
8.8 Survival 12

9. CITY'S REPRESENTATIONS AND WARRANTIES. 12

9.1 City's Authority; Validity of Agreements 12
9.2 Survival 13

10. AS-IS 13

11. RISK OF LOSS 13

11.1 Condemnation 13
11.2 Casualty 14

12. REMEDIES 14

12.1 Default by Seller 14
12.2 Default by City 15

13. BROKERS. 15

14. MISCELLANEOUS PROVISIONS 15

14.1 Entire Agreement 15
14.2 Modification; Waiver 16
14.3 Notices 16
14.4 Expenses 17
14.5 Severability 17
14.6 Successors and Assigns 17
14.7 Counterparts 17
14.8 Governing Law; Jurisdiction 17
14.9 Headings 17
14.10 Time of Essence 17
14.11 Further Assurances 17
14.12 Construction 18
14.13 Attorneys Fees 18
14.14 Business Days 18

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS RECITALS

This purchase and sale agreement and joint escrow instructions ("Agreement") is made and entered into as of March 21, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Cathy A. Macknet, Kenneth D. Macknet II and Mark R. Macknet, Joint Tenants in Common, ("Seller"), for the purpose of setting forth their agreement, and to provide instructions to Escrow Agent with respect to the transaction contemplated by this Agreement. Seller and City shall also individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner of that certain real property located on Helen Court in the City of Redlands ("City"), County of San Bernardino ("County"), State of California, known as County Assessor's Parcel Numbers 0300-451-13, 14, 24, and 25-0000 ("Property"); and

WHEREAS, Seller desires to sell the Property to City, and City desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City and Seller hereby agree, and instruct Escrow Agent (as hereinafter defined in Section 3.1 hereof), as follows:

AGREEMENT

Section 1. PURCHASE AND SALE. Seller agrees to sell, transfer, and convey to City, and City agrees to purchase and acquire from Seller, the Property on all of the terms and conditions of this Agreement.

Section 2. PURCHASE PRICE.

The purchase price for the Property ("Purchase Price") shall be One Million Four Hundred Thousand Dollars ($1,400,000) and shall be payable as follows:

2.1 Deposit. Within five (5) Business Days following the "Opening of Escrow" (as hereinafter defined), City shall deposit into "Escrow" (as hereinafter defined) the sum of Thirty-Six Thousand Dollars ($36,000) (which amount, together with any and all interest earned thereon, shall hereinafter be referred to as the "Deposit"). The Deposit shall be fully refundable through the Due Diligence Termination Date, as defined in Section 4.1.3. From and after the Due Diligence Termination Date, provided City does not elect to terminate this Agreement pursuant to the terms of Section 4.1.3, the Deposit shall become non-refundable, except as specifically provided otherwise herein, and shall be credited against the Purchase Price at Closing.

2.1.1. Refund of Deposit. In the event that City delivers its Due Diligence Approval Notice (as defined in Section 4.1.3), but subsequently elects to terminate this Agreement due to (a) Seller Default, as defined in Section 12.1 hereunder, (b) a failure of a City's Condition

to Closing or (c) the occurrence of any other event which by the terms of this Agreement gives rise to City's right to terminate this Agreement and receive a refund of the Deposit, then, subject to the terms of Section 12.1, (i) the Deposit shall be returned by Escrow Agent to City, or to the extent previously released to Seller, and refunded to City by Seller, (ii) this Agreement and the Escrow shall terminate, and (iii) the Parties shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement.

2.1.2. Interest. The Deposit and any other cash held by Escrow Agent for the benefit of City shall be held in a federally insured interest bearing account, and the interest shall accrue to City's benefit.

2.1.3. Deposit of Balance. City shall, at least two (2) days prior to Closing (as defined in Section 7.1), deposit into Escrow in the form of wire transfer, cash or a certified or bank cashier's check for immediately available funds, the amount of the Purchase Price less the Deposit, plus City's closing costs and City's share of any prorations to be made in accordance with this Agreement.

Section 3. ESCROW.

3.1 Opening of Escrow. City and Seller shall cause an escrow ("Escrow") to be opened with First American Title located at 1855 W. Redlands Boulevard, Suite 100, Redlands, CA 92373, Attention: Kelly Simoneau, ksimoneau@firstam.com ("Escrow Agent"), by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to City and Seller written confirmation of the date of the "Opening of Escrow." As used in this Agreement, the term "Opening of Escrow" means the day on which Escrow Agent receives a fully executed copy of this Agreement and has notified each Party in writing of such receipt and the specific date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties relating to the purchase and sale of the Property. If any other printed escrow instructions are requested of the Parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any deed, instrument, or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument or document, shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as provided this Agreement.

3.3 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably in this Agreement) of this Agreement by either of the Parties, (i) the Deposit shall be delivered to the Party that this Agreement specifies is entitled to the same; (ii) all documents, instruments, and funds delivered into Escrow shall be returned to the Party that delivered the same into Escrow, and (iii) the Parties shall thereafter be relieved from further liability under this Agreement, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. A copy of any notice of termination allowed under this Agreement shall be sent to Escrow Agent by the Party electing to terminate.

Section 4. ACTIONS PENDING CLOSING.

4.1 Due Diligence.

4.1.1 Property Materials.

4.1.1.1 On or before 5:00 p.m. on the tenth (10th) day following the Opening of Escrow, Seller shall, at Seller's sole cost and expense, to the extent within the Seller's possession or control, provide to City and City's counsel true, correct, and complete copies of all of the following documents (collectively, the "Property Materials"):

(a) Any and all surveys for the Property;

(b) All existing, proposed or draft site plans, maps, plats, landscaping plans, construction plans and drawings, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);

(c) All existing environmental reports for the Property;

(d) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;

(e) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;

(f) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;

(g) A Natural Hazards Disclosure Report in conformity with the California Natural Hazards Disclosure Act;

(h) All records to the extent within Seller's possession or control relating to the use, storage and disposal of all pesticides, fertilizers and other agricultural chemicals which have been used on the Property or that Seller anticipates Seller, or its agents or contractors, will use on the Property prior to the Close of Escrow, and

(i) All due diligence reports supplied by Miller Architectural Corporation pertaining to the Property.

(j) Any other third-party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property.

4.1.1.2 Seller shall promptly furnish to City for its review (i) any of the items described in Section 4.1.1.1 that may come into Seller's possession or control from and after the Effective Date of this Agreement, and (ii) any additional documents and information in the possession or control of Seller reasonably requested in writing by City. City understands and acknowledges that neither Seller nor any of Seller's representatives makes any representation or warranty to City as to the accuracy or completeness of the Property Materials and that Seller and Seller's representatives shall have not made or will not make any attempt to verify the data

contained therein. City agrees that Seller and Seller's representatives shall not have any liability to City as a result of City's use of the Property Materials.

4.1.2 City's Due Diligence Tests.

4.1.2.1 For the period of forty five (45) days from the Effective Date of this Agreement, City and its employees, agents, consultants, and contractors shall be entitled, at City's sole cost and expense, to: (i) enter onto the Property to perform any inspections, investigations, studies, and tests of the Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests) that City deems reasonable; (ii) review all Property Materials; and (iii) investigate such other matters pertaining to the Property as City may desire (collectively, the "Due Diligence Period"). Notwithstanding the foregoing, City shall not conduct any invasive testing on the Property without the prior consent of Seller, which shall not be unreasonably withheld, delayed (specifically, Seller shall respond to City's request to conduct such testing not more than twenty-four (24) hours after written notice by City to Seller), or conditioned. Any entry by City onto the Property shall be subject to, and conducted in accordance with, all applicable laws.

4.1.2.2 City shall keep the Property free and clean of any mechanics' liens and indemnify, protect, defend, and hold Seller harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "Claims") in connection with or arising out of any inspections of the Property carried on by or on behalf of City pursuant to the terms of this Agreement, provided, however, that City shall have no responsibility or liability for (i) the negligence or willful misconduct of Seller; (ii) any adverse condition or defect on or affecting the Property not caused by City or its employees, agents, consultants, or contractors but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance (as defined in this Agreement); and/or (iii) the results or findings of any inspection.

4.1.2.3 Upon completion of City's inspections, City shall promptly repair any material damage to the Property caused by its entry and restore the Property to substantially the same conditions which existed prior to City's entry under this Section 4.1.2.

4.1.2.4 The provisions of this Section 4.1.2 shall survive the Closing or the earlier termination of this Agreement.

4.1.3 City's Termination Right. City shall have the right at any time on or before 5:00 p.m. on the forty fifth (45th) day after the Opening of Escrow (the "Due Diligence Termination Date") to terminate this Agreement by delivering a written notice of such termination to Seller and Escrow Agent if City determines, in its sole and absolute discretion, that the Property is not acceptable to City for any reason. City shall indicate its satisfaction and/or waiver of the Due Diligence condition described in this Section 4.1 by delivering written notice of such satisfaction and/or waiver ("Due Diligence Approval Notice") to Seller and Escrow Agent on or prior to the Due Diligence Termination Date. If City fails to timely deliver a Due Diligence Approval Notice, then this Agreement and the Escrow shall be automatically deemed terminated. If this Agreement

is terminated in accordance with this Section, then the Initial Deposit shall be immediately returned to City and the Parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement.

4.2 Title.

4.2.1 Deliveries by Seller. On or before 5:00 p.m. on the third (3rd) Business Day after the Opening of Escrow, Seller shall cause First American Title Company ("Title Insurer") to issue and deliver to City, at City's sole cost and expense, (i) a current commitment for an ALTA extended coverage Owner's Policy of Title Insurance for the Property (the "Title Report") and (ii) legible copies of all documents referenced as exceptions in the Title Report (collectively with the Title Report, the "Title Documents").

4.2.2 City's Review of Title. City shall have until the Due Diligence Termination Date to notify Seller in writing of any objection that City may have to any matters reported or shown in any survey or the Title Documents or any amendments or updates thereof ("City's Title Objection Letter") (provided, however, that if any such amendments or updates are received by City after or within five (5) Business Days before the Due Diligence Termination Date, City shall have five (5) Business Days following City's receipt of such amendment or update and copies of all documents referenced in the Title Documents to notify Seller of objections to matters shown on any such amendment or update that were not disclosed on the previously delivered survey or Title Documents and the Closing Date shall automatically be extended as necessary to facilitate such notice period and any subsequent periods for Seller's response and City's election as provided in subsections (i) and (ii), below). Matters shown as exceptions to coverage in the Title Report (or any amendments or updates thereof) that are not timely objected to by City as provided above shall constitute "Permitted Exceptions." Seller shall cooperate, at no cost to Seller, with City to eliminate matters objected to by City, but, except as set forth in the last sentence of this Section 4.2.2, Seller shall have no obligation to cure or correct any matter objected to by City. On or before the fifth (5th) Business Day following Seller's receipt of City's Title Objection Letter, Seller may elect, by delivering written notice of such election to City and Escrow Agent ("Seller's Response"), to cause Title Insurer to remove or insure over any matters objected to in City's Title Objection Letter. If Seller fails to deliver Seller's Response within the period set forth above, it shall be deemed an election by Seller not to cause Title Insurer to so remove or insure over such objections. If Seller elects or is deemed to have elected not to cause Title Insurer to so remove or insure, or if City determines, in its sole discretion, that any proposed endorsement for or insurance over an objected matter is unsatisfactory, then City must elect, by delivering written notice of such election to Seller and Escrow Agent on or before the earlier to occur of (i) the fifth (5th) Business Day following City's receipt of Seller's Response or (ii) if no Seller's Response is received by City, the fifth (5th) Business Day following the date on which Seller shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement, in which case the Initial Deposit, to the extent previously deposited in Escrow, shall be immediately returned to City; or (ii) proceed with this transaction, in which event those objected to exceptions or matters that Seller has not elected to cause Title Insurer to so remove or insure shall be deemed to be Permitted Exceptions. If City fails to make such election on a timely basis, then City shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i). Notwithstanding anything else stated in this Agreement, in all events, regardless of whether City

has given notice of objection as stated above, Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence as of the Agreement Date or incurred by Seller on or before the Closing Date (other than current taxes not yet due) and any additional encumbrances incurred by Seller after the Effective Date in violation of any provision of this Agreement, and, except as may be otherwise specifically set forth in this Agreement, terminate all leases, possessory agreements, licenses, and operating agreements that affect the Property and City need not object to any such matters. Seller agrees not to cause or create any additional encumbrances or other matters affecting title to the Property to be incurred following the Effective Date that are not satisfied or otherwise removed on or before the Closing Date as contemplated above.

4.2.3 Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer, and convey to City fee simple title to the Property by a duly executed and acknowledged grant deed in the form of Exhibit "A" attached hereto (the "Grant Deed"), subject only to the Permitted Exceptions and the reservations and other matters, if any, referenced or described in said Grant Deed.

Section 5. DESCRIPTION OF PROPERTY.

5.1 The Property. As used in this Agreement, the term "Property" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) all buildings and related improvements on the Property ("Improvements"); and (b) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Property, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Property, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Property, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Property.

Section 6. CONDITIONS TO CLOSING.

6.1 City's Closing Conditions. The obligation of City to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Seller at the Closing) ("City's Closing Conditions"), which conditions may be waived, or the time for satisfaction of such conditions extended, by City only in a writing executed by City:

6.1.1 Title. Title Insurer shall be irrevocably and unconditionally prepared and committed to issue to City (with an effective date not earlier than the Closing Date), an ALTA extended coverage owner's policy of title insurance ("ALTA Extended Policy") in favor of City for the Property (i) showing fee title to the Property vested in City, (ii) with liability coverage in an amount equal to the Purchase Price, (iii) with those endorsements reasonably requested by City including, without limitation, a Mechanic's Lien Endorsement, and (iv) containing no exceptions other than the Permitted Exceptions and the reservations and other matters referenced or described in the Grant Deed ("Owner's Title Policy"). City shall pay any difference in the cost of the premium for a standard ALTA owner's policy of title insurance and the ALTA Extended Policy. If a new or updated survey is required to enable the Title Company to issue the ALTA Extended

Policy, City shall obtain the same, at its sole cost and expense, in a timely manner so as to facilitate the issuance of the ALTA Extended Policy upon the Close of Escrow.

6.1.2 Seller's Due Performance. All of the representations and warranties of Seller set forth in Section 8 shall be true, correct, and complete in all material respects as of the Closing Date, and Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Seller to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.1.3 Physical Condition of Property. The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date, except for reasonable wear and tear and any damages due to any act of City or City's representatives.

6.1.4 Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

6.1.5 Possession/Removal of Personal Property. Upon the Close of Escrow, Seller shall deliver exclusive and vacant possession of the Property to City. Prior to the Close of Escrow, Seller shall have the right to remove any or all improvements and Seller's equipment, trade fixtures or other personal property. Any such salvage and removal shall be performed pursuant to all required permits, in accordance with all laws, rules and regulations, and in such manner that the Property is delivered upon the Close of Escrow without any safety issues on site, such as large holes, partially razed structures, or any other similarly unsafe conditions. Any improvements or personal property of Seller remaining on the Property after the Close of Escrow shall be conclusively deemed abandoned by Seller ("Abandoned Personal Property"). Seller waives and relinquishes all rights, title, interest and claims in any such Abandoned Personal Property and effective upon abandonment transfers, conveys and assigns all of its right, title and interest in such Abandoned Personal Property to City for disposition as determined by City in City's sole and absolute discretion.

6.2 Seller's Closing Conditions. All of the representations and warranties of City set forth in Section 9 shall be true, correct, and complete in all material respects as of the Closing Date, and City, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of City to be complied with or performed pursuant to the terms of this Agreement on, or prior to, the Closing, including but not limited to obtaining a determination that the purchase of the Property conforms to the Redlands General Plan as required pursuant to Government Code Section 65402.

Section 7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on or before that date ("Closing Date") which is the fifteenth (15th) day after the expiration date of the Due Diligence Period. As used in this Agreement, the "Closing" shall mean the recordation of the Grant Deed in the Official Records.

7.2 Deliveries by Seller. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.2.1 Grant Deed. The Grant Deed conveying the Property to City;

7.2.2 Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as Exhibit "B" ("Non-Foreign Affidavit");

7.2.3 State Affidavit. A California Franchise Tax Board Form 593-C ("State Affidavit");

7.2.4 Owner's Affidavit. An owner's affidavit or Seller's certificate duly executed by Seller in the form customarily required by title insurance companies in the county of San Bernardino, in connection with the issuance of title insurance, to remove standard exceptions for mechanics liens, the gap period from the latest title update of City's title insurance commitment and Parties in possession;

7.2.5 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer or Escrow Agent; and

7.2.6 Other. Such other items, documents, and instruments as may be reasonably required by City, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement.

7.3 Deliveries by City. On or before the Closing Date, City, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording.

7.3.1 Purchase Price. Cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price (less the Deposit) and all of City's share of the Closing Costs (as defined below) and otherwise sufficient to close the transaction contemplated in this Agreement.

7.3.2 Proof of Authority. Such proof of City's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of City to act for and bind City as may be reasonably required by Title Insurer or Escrow Agent.

7.3.3 Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions

of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by City at the Closing pursuant to this Agreement.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from City or Seller of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when City and Seller have deposited into Escrow the documents and funds required by this Agreement and Title Insurer is irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy in accordance with the terms of this Agreement, Escrow Agent shall, in the order and manner indicated in this Agreement below, take the following actions:

7.4.1 Recording. Cause the Grant Deed and any other documents customarily recorded and/or that the Parties may mutually direct to be recorded in the Official Records and obtain conformed copies of such items for distribution to City and Seller.

7.4.2 Funds. Disburse all funds as follows:

7.4.2.1 Pursuant to the Closing Statement (as defined below), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Insurer the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled to receive such fees and costs the amount of any other Closing Costs;

7.4.2.2 Disburse to Seller an amount equal to the Purchase Price, less or plus the net debit or credit to Seller by reason of the prorations and allocations of Closing Costs provided for in this Agreement; and

7.4.2.3 Disburse to the Party who deposited the same any remaining funds in the possession of Escrow Agent after the payments pursuant to Sections 7.4.2.1 and 7.4.2.2 above have been completed.

7.4.3 Delivery of Documents. Deliver: (i) to Seller, one original of all documents deposited into Escrow (other than the Grant Deed, the other documents recorded pursuant to the terms of this Agreement, the Non-Foreign Affidavit, the State Affidavit and the General Assignment), one copy of the Non-Foreign Affidavit, the State Affidavit and the General Assignment, and one conformed copy of each document recorded pursuant to the terms of this Agreement; and (ii) to City, one original of all documents deposited into Escrow (other than the Grant Deed and the other documents recorded pursuant to the terms of this Agreement, but including, without limitation, the Non-Foreign Affidavit and the State Affidavit), and the one conformed copy of each document recorded pursuant to the terms of this Agreement. Originals of any documents recorded at Closing shall be delivered after such recording as indicated thereon.

7.4.4 Owner's Title Policy. Cause Title Insurer to issue or be irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy to City.

7.5 Prorations/Apportionment.

7.5.1 Method of Proration. Taxes and assessments affecting the Property shall be prorated between City and Seller as of the Closing Date based on a 360-day year. All non-delinquent real estate taxes and assessments on the Property shall be prorated based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same so that Seller shall have borne all real property taxes, including all supplemental taxes, allocable to the period prior to the Closing and City shall bear all real property taxes, including all supplemental taxes, allocable to the period from and after the Closing. If any real property taxes or assessments or any expenses attributable to the Property and allocable to the period prior to the Closing are discovered or billed after the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same within five (5) Business Days following the discovery thereof or the receipt by any Party of the bill therefor, as the case may be, so that Seller shall have borne all real property taxes, assessments and expenses allocable to the period prior to the Closing and City shall bear all real property taxes, assessments and expenses allocable to the period from and after the Closing.

7.5.2 Survival. The obligations under this Section 7.5 shall survive the Closing and the delivery and recordation of the Grant Deed for the Property.

7.6 Closing Costs. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("Closing Costs"), which shall be allocated between the Parties as follows:

7.6.1 Escrow Agent's escrow fees and costs shall be shared equally by City and Seller;

7.6.2 The cost of the Owner's Title Policy attributable to the standard coverage portion shall be paid by Seller;

7.6.3 The cost of the Owner's Title Policy attributable to the extended coverage portion shall be paid by City;

7.6.4 The cost of any items required to be provided by Seller pursuant to Section 4.2.2, shall be paid by Seller, and the costs of any other endorsements to the Owner's Title Policy shall be paid by City;

7.6.5 Seller shall pay the cost of any documentary transfer taxes in connection with the recording of the Grant Deed;

7.6.6 Seller shall pay all recording costs for recording the Grant Deed; and

7.6.7 All other closing fees and costs shall be charged to and paid by City.

7.7 Closing Statement. Three (3) Business Days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for their review and approval a preliminary closing statement ("Preliminary Closing Statement") setting forth: (i) the proration amounts allocable to

each of the Parties pursuant to Section 7.5; and (ii) the Closing Costs allocable to each of the Parties pursuant to Section 7.6. Based on each of the Party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and deliver a final, signed version of a closing statement to each of the Parties at the Closing ("Closing Statement").

7.8 Deliveries Outside of Escrow. Upon the Closing, Seller shall deliver vacant, sole, and exclusive possession of the Property to City, subject only to the Permitted Exceptions. Effective immediately upon the Closing, any personal property remaining on the Property shall be deemed abandoned and may be removed and disposed of by City at its sole cost and expense. This Section 7.8 shall survive the Closing.

Section 8. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller represents, and warrants to and agrees with City, as of the Agreement Date and as of the Closing Date, as follows:

8.1 Seller's Authority; Validity of Agreements. Seller has full right, power, and authority to sell the Property to City as provided in this Agreement and to carry out its obligations under this Agreement. The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

8.2 No Third-Party Rights. Except as disclosed in the Title Report, Seller is not aware of any leases or occupancy agreements that grant third-parties any possessory or rights to use all or any part of the Property.

8.3 Litigation. Seller is not aware of (i) any actions, investigations, suits, or proceedings pending or threatened that affect the Property, the ownership or operation thereof, or the ability of Seller to perform its obligations under this Agreement, and (ii) there are no judgments, orders, awards, or decrees currently in effect against Seller with respect to the ownership or operation of the Property that have not been fully discharged prior to the Effective Date of this Agreement.

8.4 No Violations of Environmental Laws. To Seller's knowledge and except as disclosed in the Property Materials: (i) the Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"); (ii) the Property has not been subject to a deposit of any Hazardous

Substance; (iii) neither Seller nor any third-party has used, generated, manufactured, stored, or disposed in, at, on, or under the Property any Hazardous Substance; and (iv) there is not now in, on, or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Seller hereby assigns to City as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Seller may have against any third-party or Parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Property. For purpose of this Agreement, the term "Hazardous Substance" shall include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.

8.5 No Other Commitments. Except as may be disclosed in the Title Report, Seller has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on City or would interfere with City's ability to develop and improve the Property for residential, commercial, or retail purposes, and Seller shall not make any such commitment or representation that would affect all or any portion of the Property without City's written consent.

8.6 Property Materials. Seller is not aware of any material defects, deficiencies, or inaccuracies in any of the Property Materials.

8.7 Permits and Approvals. To Seller's knowledge, all work performed on the Property by or at the request of Seller including, without limitation, brush removal, has been performed in material compliance with all applicable laws, rules and regulations and pursuant to all required permits and approvals.

8.8 Survival. All of the representations, warranties, and agreements of Seller set forth in this Agreement shall be true upon the Effective Date of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue. If any representation or warranty of Seller was true as of the Effective Date of this Agreement, but is not true as of the Closing Date, then Seller shall disclose this changed fact to City in writing. So long as Seller makes the foregoing disclosure and the change of circumstances regarding the representation or warranty did not arise due to the fault of Seller, then Seller shall not be in breach of this Agreement due to the fact that the representation or warranty has become untrue as of the Closing Date; provided, however, the fact that any representation or warranty under this Section 8 is untrue as of the Closing Date shall still be a failure of a condition pursuant to Section 6.1.2. Notwithstanding the foregoing, if City has actual knowledge of the incorrectness of any representation or warranty set forth in this Section 8 as of the Close of Escrow and City has not elected to terminate this Agreement as provided in this Agreement, then City will be deemed to have waived any claim against Seller for the incorrectness of such representation or warranty.

Section 9. CITY'S REPRESENTATIONS AND WARRANTIES. City represents and warrants to Seller, as of the Agreement Date and as of the Closing Date, as follows:

9.1 City's Authority; Validity of Agreements. City has full right, power, and authority to purchase and acquire the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of City has/have the legal power, right, and actual authority to bind City to the terms of this Agreement and such instruments and documents. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which City is a Party or to which City is subject.

9.2 Survival. All of the representations, warranties, and agreements of City set forth in this Agreement shall be true upon the Effective Date of this Agreement, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, City shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of City's representations or warranties to become untrue.

Section 10. AS-IS. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY SELLER AT CLOSING ("EXPRESS REPRESENTATIONS"), NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE PROPERTY IS BEING SOLD TO CITY IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS OF THIS AGREEMENT, CITY WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS CITY MAY REASONABLY DESIRE AND, ACCORDINGLY, SUBJECT TO THE EXPRESS REPRESENTATIONS, CITY WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY.

Section 11. RISK OF LOSS.

11.1 Condemnation. If, prior to any Closing, all or any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify City in writing of such fact. In such event, City shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of such notice from Seller, in which event the Deposit shall be returned to City. Notwithstanding the foregoing, City's failure to provide written notice of City's election to terminate within such ten (10) Business Day period shall be deemed City's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, City shall have the right to participate in any proceedings and negotiations with respect

to the taking and any transfer in lieu of taking (and Seller shall not consummate any transfer in lieu of taking without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). If City waives the right to terminate this Agreement and elects to proceed with the Closing, then (i) Seller, at, and as a condition precedent to City's obligation to proceed with, the Closing, must: pay to City (or direct Escrow Agent to credit City against the Purchase Price for) the amount of all awards for the taking (and any consideration for any transfer in lieu of taking) actually received by Seller; and assign to City by written instrument reasonably satisfactory to City all rights or claims to any future awards for the taking (and any consideration for any transfer in lieu of taking); and (ii) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

11.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, contamination by hazardous materials or other casualty shall be borne and assumed by Seller. If, prior to the Closing, any portion of the Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, contamination by hazardous materials or other casualty, Seller shall immediately notify City in writing of such fact. In such event, City shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of any such notice from Seller, in which event the Deposit shall be returned to City. Notwithstanding the foregoing, City's failure to provide written notice of City's election to terminate within such ten (10) Business Day period shall be deemed City's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, City shall have the right to participate in any adjustment of the insurance claim. If City waives the right to terminate this Agreement and elects to proceed with the Closing, then (i) Seller, at, and as a condition precedent to City's obligation to proceed with, the Closing, must either: pay to City (or direct Escrow Agent to credit City against the Purchase Price for) the amount of any insurance proceeds actually received by Seller plus the amount of any deductible under Seller's insurance; or if no insurance proceeds have been received by Seller, assign to City by written instrument reasonably satisfactory to City all rights or claims to the insurance proceeds and credit City against the Purchase Price for any deductible payable under Seller's insurance policy; and (ii) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

Section 12. REMEDIES.

12.1 Default by Seller. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues without cure by Seller for five (5) Business Days after City provides Seller and Escrow Agent with written notice thereof (a "Seller Default"), and provided City is not then in default, then City may, as City's sole remedies for such failure, but without limiting City's right to recover attorneys' fees pursuant to Section 14.13 below: (i) waive the effect of such matter and proceed to consummate this transaction; (ii) cancel this Agreement and receive a full refund of the Deposit and recover from Seller the reasonable out-of-pocket expenses incurred by City related to the Property and this transaction, which amounts shall be payable by Seller to City within five (5) Business Days following receipt by Seller of written request therefor from City together with copies of invoices evidencing such expenses; or (iii) proceed with any remedies available to City at law or in equity, which may, without limitation,

include the bringing of an action against Seller for specific performance and/or recovery of the Deposit and any other damages suffered or incurred by City as a result of any breach or failure by Seller to perform any of Seller's obligations under this Agreement.

12.2 Default by City. IF CITY SHALL BREACH ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR OTHERWISE FAIL TO PERFORM ANY OF CITY'S OBLIGATIONS UNDER THIS AGREEMENT AND IF SUCH FAILURE CONTINUES WITHOUT CURE BY CITY FOR FIVE (5) BUSINESS DAYS AFTER SELLER PROVIDES CITY AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF, AND PROVIDED SELLER IS NOT THEN IN DEFAULT, THEN SELLER MAY WAIVE SUCH BREACH AND PROCEED TO CONSUMMATE THIS TRANSACTION IN ACCORDANCE WITH THE TERMS HEREOF, OR SELLER MAY, AS ITS EXCLUSIVE REMEDY (BUT WITHOUT LIMITING SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES PURSUANT TO SECTION 14.13 BELOW), CANCEL THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR THE ACCEPTANCE OF THIS AGREEMENT AND FOR TAKING THE PROPERTY OFF THE MARKET, AND NOT AS A PENALTY. CITY AND SELLER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER IF CITY FAILS TO PERFORM ANY OF ITS OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES IS AN AMOUNT EQUAL TO THE DEPOSIT. ACCORDINGLY, CITY AND SELLER AGREE THAT IF CITY BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE DEFAULTS HEREUNDER, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

Seller's Initials _____ City's Initials _____

Section 13. BROKERS. Seller shall be responsible for the costs of any brokerage fees associated with this transaction. Seller shall indemnify, defend, protect, and hold City harmless for, from, and against any and all Claims associated with brokerage fees by reason of any breach or inaccuracy of the representation, warranty, and agreement of Seller contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

Section 14. MISCELLANEOUS PROVISIONS.

14.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between City and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations,

or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof except as specifically set forth in this Agreement or in the documents delivered pursuant hereto or in connection herewith.

14.2 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.3 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To City:	City of Redlands, a municipal corporation P.O. Box 3005 35 Cajon Street, Suite 222 Redlands, CA 92373 Attention: Jeanne Donaldson, City Clerk Telephone: (909) 798-7531 Email: jdonaldson@cityofredlands.org
To Seller:	Cathy A. Macknet, Kenneth D. Macknet II and Mark R. Macknet 25815 Barton Road, Suite 101 Loma Linda, CA 92354 Telephone: (909) 363-6238 (Mark R. Macknet) Email: mmacknet@mac.com (Mark R. Macknet)
To Escrow Agent:	First American Title 1855 W. Redlands Boulevard, Suite 100 Redlands, CA 92373 Attention: Kelly Simoneau Telephone: (909) 889-0311 Email: ksimoneau@firstam.com

Or to such other address or such other person as the addressee Party shall have last designated by Notice to the other Party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection

or refusal to accept. Any Notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided in this Agreement for convenience only and shall not alter the manner of giving Notice set forth in this Section 14.3.

14.4 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any Party hereto in connection with this Agreement shall be borne by such Party.

14.5 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.6 Successors and Assigns. Neither Seller nor City shall assign its rights under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any such assignment, no assignment shall relieve the assignor of any obligations or liability under this Agreement. Subject to the foregoing, all of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14.7 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, including, without limitation, by .pdf scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

14.8 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in San Bernardino County in any action related to or arising under this Agreement.

14.9 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

14.10 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.11 Further Assurances. In addition to the actions recited in this Agreement and contemplated to be performed, executed, and/or delivered by Seller and City, during the term of this Agreement and after the Closing, Seller and City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby. In furtherance of the foregoing, so long as City is not in default under the terms of this Agreement,

Seller will cooperate, as reasonably needed, and at no cost to Seller, in City's due diligence review process, which shall include but not be limited to Seller's consent to City's unrestricted access to agencies, representatives, tenants, consultants and other parties familiar with the Property and the execution and delivery of such applications or other documents as reasonably requested by City.

14.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the Party causing this Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review this Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

14.13 Attorneys' Fees. If either Party brings an action or proceeding against the other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing Party in such action or proceeding shall be awarded all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section shall survive Closing and any earlier termination of this Agreement.

14.14 Business Days. As used in this Agreement, the term "Business Day" or "Business Days" shall mean a day that is not a Saturday, Sunday, or legal holiday. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Agent is open for business to the public.

The Parties have executed this Agreement as of the day and year first written above.

CITY OF REDLANDS,
a municipal corporation

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CATHY A. MACKNET,
a Joint Tenant in Common

By: _____

KENNETH D. MACKNET,
a Joint Tenant in Common

By: _____

MARK R. MACKNET
a Joint Tenant in Common

By: _____

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, agrees to act as Escrow Agent under this Agreement in strict accordance with its terms, agrees to insert as the "Agreement Date" on page 1 of this Agreement, if not otherwise dated, the latest date this Agreement was signed by Seller and City and delivered to Escrow Agent, and agrees to comply with the applicable provisions of the Internal Revenue Code with respect to the transactions contemplated hereby.

FIRST AMERICAN TITLE

Date:_____

By:_____
Name: Kelly Simoneau
Title: Senior Commercial Escrow Officer

LIST OF EXHIBITS

EXHIBIT “A” GRANT DEED

EXHIBIT “B” NON-FOREIGN AFFIDAVIT

EXHIBIT "A"

GRANT DEED

RECORDING REQUESTED BY:

_____

WHEN RECORDED MAIL TO:

City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk

_____

(Space Above for Recorder's Use)

APN Numbers 0300-451-13, -14, -24, -25-0000

GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not shown pursuant to Section 11922 of the California Revenue and Taxation Code, as amended.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CATHY A. MACKNET, KENNETH D. MACKNET II, and MARK R. MACKNET, Joint Tenants in Common (the "Grantor"), hereby grants to CITY OF REDLANDS, a municipal corporation, the real property in the City of Redlands, County of San Bernardino, State of California, described in Exhibit "A" attached to and incorporated in this Agreement by this reference.

THIS GRANT AND CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD.

[signature page follows]

MAIL TAX STATEMENTS TO:
City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of _____, 2023.

GRANTOR:

CATHY A. MACKNET,
a Joint Tenant in Common

By: _____

KENNETH D. MACKNET,
a Joint Tenant in Common

By: _____

MARK R. MACKNET
a Joint Tenant in Common

By: _____

FORM OF CERTIFICATE OF ACCEPTANCE

This is to Certify that the interest in real property conveyed by the Grant Deed dated _____, 2023, from Cathy A. Macknet, Kenneth D. Macknet II, and Mark R. Macknet, Joint Tenants In Common, to the City of Redlands, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Redlands pursuant to the authority conferred by Resolution No. 7893 of the City Council of the City of Redlands adopted on July 17, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Name: Eddie Tejeda
Title: Mayor

ATTEST:_____
Jeanne Donaldson, City Clerk

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public
In and For Said County and State

EXHIBIT “A” TO GRANT DEED

LEGAL DESCRIPTION

0300-451-13-0000

PARCEL MAP 5422 PARCEL 1

0300-451-14-0000

PARCEL MAP 5422 PARCEL 2

0300-451-24-0000

PARCEL 4 OF PARCEL MAP NO. 5422, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 133 OF PARCEL MAPS, PAGES 98 THROUGH 100, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 4 LYING NORTH 00 DEG 50'53" WEST, A DISTANCE OF 83.74 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 4, THENCE SOUTH 89 DEG 09'07" WEST ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 485.11 FEET; THENCE SOUTH 0 DEG 50'53" EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 83.74 FEET; THENCE NORTH 89 DEG 09'07" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 485.11 FEET TO SAID SOUTHEAST CORNER; THENCE NORTH 0 DEG 50'53" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 83.74 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 4750, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 OF PARCEL MAPS, PAGES 100 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 4 LYING NORTH 00 50'53" WEST, A DISTANCE OF 83.74 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 4, THENCE NORTH 89 DEG 09'07" EAST, A DISTANCE OF 98.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 480.00 FEET AND A RADIAL BEARING OF NORTH 85 DEG 08'54" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEG 40'22", AN ARC LENGTH OF 14.01 FEET; THENCE NORTH 03 DEG 10'44" WEST, A DISTANCE OF 56.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27 DEG 09'13", AN ARC LENGTH OF 127.96 FEET; THENCE NORTH 30 DEG 19'57" WEST, A DISTANCE OF 123.10 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE ALONG THE

SAID EASTERLY LINE OF PARCEL 4, SOUTH 0 DEG 50'53" EAST, A DISTANCE OF 299.12 FEET TO THE POINT OF BEGINNING

0300-451-25-0000

PARCEL 3 OF PARCEL MAP NO. 5422, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 133 OF PARCEL MAPS, PAGES 98 THROUGH 100, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THAT PORTION OF PARCEL 4 OF SAID PARCEL MAP NO. 5422, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4, THENCE SOUTH 89 DEG 09'07" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 485.11 FEET; THENCE NORTH 0 DEG 50'53" WEST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 83.74 FEET; THENCE NORTH 89 DEG 09'07" EAST ALONG A LINE PARALLEL WITH SAID SOUTHERLY LINE, A DISTANCE OF 485.11 FEET TO A POINT ON SAID EASTERLY LINE; THENCE SOUTH 0 DEG 50'53" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 83.74 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 4750, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 OF PARCEL MAPS, PAGES 100 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 4, THENCE NORTH 0 DEG 50'53' WEST ALONG THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 83.74 FEET; THENCE NORTH 89 DEG 09'07" EAST, A DISTANCE OF 98.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 480.00 FEET AND A RADIAL BEARING OF NORTH 85 DEG 08'54" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEG 28'44", AN ARC LENGTH OF 330.74 FEET; THENCE SOUTH 89 DEG 09'07" WEST, A DISTANCE OF 228.94 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 0 DEG 50'53" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 213.05 FEET TO THE POINT OF BEGINNING

Document No. _____

Recorded _____, 2023

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER (PURSUANT TO SECTION 11922 REVENUE AND TAXATION CODE)

TO: Recorder
County of San Bernardino

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Grantor: CATHY A. MACKNET, KENNETH D. MACKNET II, and MARK R. MACKNET, Joint Tenants in Common

Grantee: CITY OF REDLANDS, a municipal corporation

The property described in the accompanying document is located in the City of Redlands, County of San Bernardino.

The amount of tax due on the accompanying document is $_____, computed on the full value of the property conveyed.

(Signature of Grantor or Agent)

CATHY A. MACKNET,
a Joint Tenant in Common

By: _____

KENNETH D. MACKNET,
a Joint Tenant in Common

By: _____

MARK R. MACKNET
a Joint Tenant in Common

By: _____

Note: After the permanent record is made, this form will be affixed to the conveying document and returned with it.

EXHIBIT "B"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of CATHY A. MACKNET, KENNETH D. MACKNET II, and MARK R. MACKNET, Joint Tenants in Common ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform CITY OF REDLANDS, a municipal corporation, ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: _____;

4. Transferor's business address is: _____
_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

CATHY A. MACKNET, a Joint Tenant in Common

By: _____

KENNETH D. MACKNET, a Joint Tenant in Common

By: _____

MARK R. MACKNET, A Joint Tenant in Common

By: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023, before me, _____
_____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public
In and For Said County and State

City Council Meeting **K. 2.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and adoption of Resolution No. 8439 amending the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June (City Attorney Abich Garcia)

MOTION(S):

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

I move to adopt Resolution No. 8439.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8439 to approve an amendment to the City's Display Policy for the United States, State, Local and Other Flags ("Flag Display Policy") to authorize the flying of the Rainbow Pride Flag at City Hall during the month of June.

DISCUSSION:

As the City Council considers amending its existing Flag Display Policy to allow for the flying of the LGBTQ+ Rainbow Flag on the City Hall flag pole, it is important to consider the First Amendment implications of such an amendment.

Generally, the First Amendment does not require government to allow all speech on city property. The U.S. Supreme Court has adopted what is known as "forum analysis" to determine whether government can control speech on government-owned property:

1. A "traditional public forum is a place that has traditionally been used by the public for the free exchange of ideas such as a public park. Government

regulation of a traditional public forum is severely restricted and must serve a “compelling government interest” and the regulation must be “narrowly drawn” to achieve that interest.

2. A “designated” or “limited public forum” is property which the government has intentionally opened for expressive activity under certain conditions and restrictions which only need be reasonable (“reasonable time, place or manner restrictions”) but must be viewpoint neutral. The City Council Chambers is an example of a “designated” or “limited public forum” where there can be time limits on speakers, decorum rules, but the public cannot be prohibited from criticizing the City Council.

3. A “nonpublic forum” is all remaining government property that is not dedicated to general public speech or free exchange of ideas. The government may prohibit all forms of free expression on government property that is a nonpublic forum so long as such prohibition is not based on a speaker’s viewpoint.

Once the government allows public speech on government property that is a nonpublic forum, it “opens up the forum” and creates a limited public forum where expressive activity subject to viewpoint neutral regulations must be allowed or (depending on the facts) may even create a “traditional public forum” where all forms of speech must be allowed with very limited regulations.

However, when the government is speaking on its own behalf (“government speech”), the First Amendment restrictions related to the various government-established forums discussed above do not apply. In a unanimous U.S. Supreme Court decision in the case, Surtleff v. City of Boston (May 22, 2022), the Court held that the City of Boston violated the free speech rights of an activist when it refused his request to fly a Christian flag on a flag pole outside city hall because the City had allowed its flag poles to be used by various speakers without regulation, restriction or involvement by the City Council. The Court acknowledged that when the government has a clear policy and guidelines, the government may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the government speech does not show religious preference or encourage a certain vote in an election.

Under the “government speech doctrine”, if the City has a written policy with clear guidelines, it may select which flag(s) it wishes to fly as an expression of its own speech on city-owned flag poles, so long as the City does not endorse religion or encourage a certain vote in an election. Many cities are adopting policies to permit “Commemorative Flags” -- flags that identify with a specific date, historical event, cause, nation or group of people whereby the City honors or commemorates that date, event, cause, nation or people by flying the flag as an expression of the City’s official sentiments. Currently, the City’s Flag Display

Policy only permits the flying of the flags of the U.S., State of California, City of Redlands and the POW/MIA flag.

For the Council's consideration is Resolution No. 8439 which amends the Flag Display Policy to expressly allow the flying of the Rainbow Pride Flag at City Hall for the month of June.

ALTERNATIVES:

The City Council may consider an amendment to the Flag Display Policy to allow the flying of the Rainbow Pride Flag and other commemorative flags subject to an established procedure.

The City Council may consider making no amendment to the Flag Display Policy which would continue to restrict the use of city-owned flag poles to displaying only the U.S., State of California and City of Redlands flags and the POW/MIA flag.

STRATEGIC PLAN:

Priority C: Diversity and Inclusion

SUBMITTED BY:

Yvette M. Abich Garcia, City Attorney

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

PREPARED BY:

Yvette M. Abich Garcia, City Attorney

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

There is no fiscal impact.

Attachments

Resolution No. 8439

RESOLUTION NO. 8439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING THE DISPLAY POLICY FOR THE UNITED STATES, STATE, CITY AND OTHER FLAGS

WHEREAS, in honor of the nation, and in recognition of state and local government, the City of Redlands regularly displays flags on and around City facilities; and

WHEREAS, rules and customs pertaining to the display and use of the United States flag have been established by Executive Order of the federal government for use by civilians and civilian groups and organizations; and

WHEREAS, it is the desire of the City Council of the City of Redlands ("this City Council") that all City departments use and display the United States flag in accordance with such established rules and customs; and

WHEREAS, over two thousand Americans, six hundred fifty from this state, who served in the United States armed forces during the war in Indochina are still listed as prisoners of war or missing in action; and

WHEREAS, this nation is deeply indebted to its servicemen and servicewomen of all wars and conflicts for their courage and sacrifice, and should demonstrate its special commitment to the missing men, women and their families by obtaining the release of those still held prisoner of war and the fullest possible accounting from the responsible governments regarding those Americans listed as missing in action; and

WHEREAS, the Prisoner of War/Missing in Action (POW/MIA) flag is a powerful symbol of the plight of these prisoners of war and missing Americans and reminds the public of the commitment this nation must have in determining the fate of its servicemen and servicewomen; and

WHEREAS, this City Council has determined it is appropriate that the POW/MIA flag should be displayed at certain public buildings throughout the City to increase public awareness of the issue of prisoners of war and those missing in action and to gain public support for the efforts of the United States government to resolve this matter; and

WHEREAS, it is further the desire of the City Council to amend the current written policy for the display and use of the United States flag, state and local flags and other flags to expressly authorize the display of the Rainbow Pride Flag in the month of June as an expression of the City's official sentiments in honor of the Lesbian, Gay, Bisexual, Transgender, Queer Plus (LGBTQ+) community of the City of Redlands.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands hereby repeals Resolution No. 6633, amends, restates and approves the Display

Policy for the United States, State, City and other flags attached hereto as Exhibit "A."

ADOPTED, SIGNED AND APPROVED this 21st day of March, 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly approved by the City Council at a regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

CITY OF REDLANDS DISPLAY POLICY FOR THE UNITED STATES, STATE, LOCAL AND OTHER FLAGS

POLICY ON DISPLAYING THE UNITED STATES FLAG

Any City department displaying the United States, the State of California and City of Redlands Flags and/or other flags subject to this policy on any City building or grounds shall comply with this policy.

It is proper to display the United States Flag from sunrise to sunset during business hours at each City facility when weather permits. The flag may also be displayed at night if illuminated by a light.

The flag should be raised briskly and lowered slowly and ceremoniously.

When on display, the flag is accorded the place of honor, always positioned to its own right. Place it to the right of the speaker or staging area or sanctuary. Other flags should be to the left.

The United States Flag should be at the center and at the highest point of the group when a number of flags of states, localities or societies are grouped for display.

When one flag is used with the United States Flag and the staffs are crossed, the flag of the United States Flag is placed on its own right with its staff in front of the other flag.

When displaying the flag against a wall, vertically or horizontally, the flag's union (stars) should be at the top, to the flag's own right, and to the observer's left.

POLICY ON DISPLAYING OTHER FLAGS

It is the policy of the City of Redlands that the City's flag poles are not intended to serve as a forum for free expression by the public or a particular group, but rather for the display of the Flags of the United States, the State of California and the City of Redlands. The flag poles located at all City facilities may be used to display other flags as may be expressly authorized by this policy as an expression of the City's official sentiments for a specific date, historical event, cause, nation or group of people reflecting the values and traditions of the United States, the State of California and the City of Redlands, and whereby the City honors or commemorates that date, event, cause, nation or people by flying the flag.

A. POW/MIA FLAG.

The Redlands City Council acknowledges the POW/MIA flag is a powerful symbol of the plight of prisoners of war and missing Americans and reminds the public of the commitment this nation must have in determining the fate of its servicemen and servicewomen. On August 10, 1990, the 101st Congress passed U.S. Public Law 101-355, which recognized the POW/MIA flag and designated it "as the symbol of our Nation's concern and commitment to resolving as fully as possible the fates of Americans still prisoner, missing and unaccounted for in Southeast Asia, thus ending the uncertainty for their families and the Nation." Thus, it is appropriate that the POW/MIA flag should be displayed at public buildings throughout this City, during daily/normal business hours at each City facility when weather permits, to increase public awareness of the issue of prisoners of war and those missing in action and to gain public support for the efforts of the United States government to resolve this matter.

In flying the flag from one flag pole, the POW/MIA flag is flown directly below the United States flag and above any state flag.

If flying the United States flag, POW/MIA and State flags from two poles, the POW/MIA flag should be flown from the same pole as the United States flag, with the state flag flying from the pole to the left.

If flying flags from three poles, the National Colors occupy the place of prominence (the right), with the POW/MIA flag immediately to the left of the United States flag, and the state flag to the left of the POW/MIA flag.

B. RAINBOW PRIDE FLAG.

The flag pole located at City Hall shall be used to display the Rainbow Pride Flag as an expression of the City's official sentiments in support of the LGBTQ+ community of the City of Redlands. The City of Redlands has a diverse community and is committed to supporting visibility, dignity and equality for all people in the community, and strives to be a place where all residents and visitors feel accepted and welcome.

The Rainbow Pride Flag shall be displayed on the flag pole located at City Hall for no more than 30 consecutive days in the month of June.

POLICY ON DISPLAYING THE FLAG AT HALF STAFF

All City departments shall display the flag(s) at half staff at City buildings and grounds where flags are normally displayed in accordance with this policy.

By Public Law 322, 103rd Congress, approved September 13, 1994 states, "…by order of the President, the flag shall be flown at half staff upon the death of principal figures of the United States government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign

dignitaries, the flag is to be displayed at half staff according to Presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of any State, territory, or possession, the Governor of that State, territory, or possession may proclaim that the United States flag shall be flown at half staff. The flag shall be flown at half staff thirty days from the death of the President or a former President; ten days from the death of the Vice-President, the Chief Justice or a retired Chief Justice of the United States, or an Associate Justice of the Supreme Court, or the Speaker of the House of Representatives; from the day of death until internment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice-President, or Governor of a State, territory, or possession; and on the day of death and the following day for a member of Congress.

Display of Flag at half staff in Honor of Deceased Person

The flags of the United States, the State of California and the City of Redlands may be flown at half staff upon the death of public officials at all levels of government. When death of the public official to be so honored is verified, flags shall be flown at half staff immediately. The flags shall remain at half staff during each day they are normally flown until lowered at the end of the day on which the funeral is solemnized.

On occasions where public safety personnel are killed in the line of duty, the Redlands City Council may deem it appropriate to order all flags flown at half staff. Finally, the honor and reverence accorded this solemn act should not be diminished by the display of the flag at half staff on occasions of local tragedy.

METHOD FOR PLACING FLAG AT HALF STAFF

The flag shall be raised to the peak for an instant and then lowered to the half staff position midway between the top and the bottom of the staff. The flag should be again raised to the peak before it is lowered for the day. The flag must never touch the ground when being raised or lowered. The flag should be raised briskly and lowered slowly and ceremoniously. At no time shall any other flag be above the United States Flag. When the United States Flag is lowered to half staff position, other flags should similarly be lowered.

WHEN TO DISPLAY FLAG AT HALF STAFF

Memorial Day

The flags of the United States, the State of California and the City of Redlands are flown at half staff until 12:00 noon, and raised to the peak for the remainder of the day. This is covered by Public Law 829 passed by the 77th Congress. The flags of the United States, the State of California and the City of Redlands shall be flown at half staff on Memorial Day.

The POW/MIA flag shall also be flown at half staff on Memorial Day.

Veterans' Day

The flags of the United States, the State of California and the City of Redlands shall be flown at half staff on Veterans' Day.

The POW/MIA flag shall also be flown at half staff on Veteran's Day.

National Korean War Veterans' Armistice Day

National POW/MIA Day

The Council recognizes the third Friday in September of each year as a day for POW/MIA and their families throughout the City of Redlands. The City shall display the POW/MIA flag daily at all City facilities where flags are normally displayed

Peace Officers Memorial Day

The United States flag will be flown at half staff at all City facilities where flags are normally displayed each year on May 15th, in accordance with Public Law 103-322 and the Congressional Joint Resolution approved October 1, 1962, designating May 15th of each year as "Peace Officers Memorial Day," and the week in which it falls as "Police Week."

Other Days

It is customary to honor prominent public officials holding office at the time of their deaths. City of Redlands shall use the following list:

Federal Government: President, Vice President, US Supreme Court Justice, Members of Congress and a Secretary of an executive or military department.

State Government: Governor, incumbent judge of the Superior Court or Justice Court*

City Officials: City Mayors and Council Members

City Council Meeting **K. 3.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2922: AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING and a determination that the Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

I move to introduce Ordinance No. 2922, titled,

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

and find that the Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

Mayor Tejeda is requesting Ordinance No. 2922 be brought back to the City Council for further consideration, which would add Chapter 12.45 and amend Chapter 12.44 of the Redlands Municipal Code relating to the regulation of sidewalk vendors within the City. Furthermore, adoption of Ordinance No. 2922 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In 2018, the California Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. In recent years, the City has seen a trend in the operation of sidewalk vendors within city limits. Some vendors have risked the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. Currently, the City's Municipal Code does not contain regulations for the operation of sidewalk vendors.

In April 2021, city staff prepared and drafted an ordinance for the City Council's consideration that established regulations for such use; however, the ordinance was never adopted. At the request of Mayor Tejeda, the ordinance has been placed on the City Council's agenda. In addition, revisions and recommendations by the Mayor and city staff have been made to the original draft for further discussion.

As outlined in the attached Ordinance No. 2922, sidewalk vendors will include any person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person upon any public sidewalk or pedestrian path. Per the Ordinance, vendors will be required to obtain a City business license, proof of liability insurance, and County permits for their operation.

Roaming and stationary vendors will be required to operate subject to specified health and safety regulations including prohibition on use of equipment with open flames, canopies and the use of water, gas and electrical utility connections. Vending is permitted in city parks subject to rules and regulations. Roaming and stationary vendors will be required to abide by certain distance requirements that minimize the risk of hazardous traffic conditions such as required distances from crosswalks and intersections, schools, or city events. Upon approval, the City will have regulations in place to ensure that the operation of these facilities are safe for the community and will not result in a public health and safety impact.

Adoption of the proposed ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. The ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because there is no possibility that it may have a significant effect on the environment. The sidewalk vendors will operate within the existing public right of way pursuant to the regulations set forth in the attached ordinance which will ensure public safety and traffic control measures. In addition, the operation of these vendors within the existing public right of way will not result in the necessary

expansion of existing facilities.

ALTERNATIVES:

The Council may elect not to approve Ordinance No. 2922 and provide staff with further direction.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Tabitha Kevari, Facilities & Community Services Assistant Director

---

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

There is no fiscal impact associated with the adoption of this Ordinance.

Attachments

Ordinance 2922

ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

WHEREAS, the City of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Article XI, section 7, of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws;" and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 (California Government Code Section 51036, *et seq*.) ("SB 946"), which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the standards imposed on sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act ("ADA") and maintain minimum safe access along public sidewalks; and

WHEREAS, the standards for maintaining access to building entrances, and not blocking driveways, parking areas and building storefront exits and windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote law enforcement practices that allow the City's Police personnel to observe within buildings; and

WHEREAS, the City Council of the City of Redlands ("City Council") finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety and welfare and to provide for the orderly administration and maintenance of the public way for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who install encroachments in the public rights-of-way bear a responsibility to help preserve the public rights-of-way and to contribute to the administrative costs incurred by the community because of such encroachments; and

WHEREAS, this City Council further finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to pedestrian and vehicular traffic, pedestrian safety and mobility, ADA accessibility to public sidewalk and rights -of-way, unsanitary conditions involving food

preparation and disposal which may harm consumers and adversely impact the local environment, pose risks to children, and adversely impacts consumer protection; and

WHEREAS, the City Council finds that vendors have disposed of food byproducts such as oil, grease, and other contaminants into the City's storm drains in violation of State and Local laws and additional regulations on vending activities are necessary to protect the City's storm drains and storm water from hazardous environmental contaminants; and

WHEREAS, imposing a distance requirement for sidewalk vending activities from popular local tourist attractions; city-sponsored and co-sponsored events and Certified Farmers' Market events; schools; the Redlands Municipal Airport; the Redlands Sports Park, and other sports venues on event days; will alleviate pedestrian, tourist, and vendor safety concerns of overcrowding on sidewalks, and pedestrians walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, these venues also experience a high amount of traffic, affecting the safety of pedestrians and motorists and the accessibility needs of persons with disabilities, due to a high concentration of visitors at one time; and

WHEREAS, imposing distance requirements for sidewalk vending activities near sensitive uses such as schools, churches, public utilities and at bus and train stops where riders embark and disembark are necessary to protect the public health, safety, and welfare; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures to protect the health, safety, and welfare of the community and local environment; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents and visitors.

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

Section 1. Chapter 12.45, titled "Sidewalk Vending," is hereby added to the Redlands Municipal Code to read as follows:

"12.45 SIDEWALK VENDING

SECTIONS:

12.45.010 Purpose
12.45.020 Definitions
12.45.030 Stationary Sidewalk Vending Locations and Standards
12.45.040 Standards for Sidewalk Vending in Parks
12.45.050 Standards for Roaming Sidewalk Vending
12.45.060 Administrative Fines

12.45.010 PURPOSE: The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors and the local environment. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community and the local environment while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community and the local environment.

12.45.020 DEFINITIONS: For purposes of this Chapter, the following words shall have the meanings ascribed to them.

A. "Certified Famers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Redlands.

C. "Park" means a public park owned by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

F. "Stationary sidewalk vendor or vending" means a sidewalk vendor who engages in sidewalk vending from a fixed location.

G. "City Event Permit" means a permit issued by the City for temporary uses (i.e. special event permits, temporary use permits, film permits, or park reservations).

H. "Business Area Sidewalk" means the following designated public sidewalks and pedestrian paths:

1. East State Street, from the west side of Orange Street to Redlands Boulevard.
2. East Citrus Avenue, from Eureka Street to the east side of 9th Street.
3. Redlands Boulevard, from Texas Street to East Citrus Avenue.
4. West State Street, from North Center Street to the east side of North Eureka Street.
5. Oriental Avenue, from Texas Street to the east side of Orange Street.
6. West Stuart Avenue, from Texas Street to the east side of Orange Street.
7. Eureka Street, from West Citrus Avenue to West Pearl Avenue.
8. Cajon Street, from East Olive Avenue to West Pearl Avenue.
9. 3rd Street, from West Redlands Boulevard to Oriental Avenue.

10. 6th Street from East Olive Avenue to West Pearl Avenue.
11. East Olive Avenue, from Cajon Street to East Citrus Avenue.
12. East Vine Street, from Cajon Street to 6th Street.
13. North 5th Street, from East Citrus Avenue to East Redlands Boulevard.
14. 7th Street, from East Citrus Avenue to East Redlands Boulevard.
15. 8th Street, from East Citrus Avenue to East Redlands Boulevard.
16. 9th Street, from East Citrus Avenue to East Redlands Boulevard.
17. Colton Avenue, from Tennessee Street to 6th Street.
18. Orange Street, from Colton Avenue to Lugonia Avenue.

I. "Event Day" means the calendar day of any concert, trade show, conference, sporting event, or any other event potentially attracting large numbers of persons and vehicles to the venue.

J. "Solicitor" or "canvasser" shall mean any individual, whether a resident of the City or not, using telephone service or other communication, or traveling by foot, wagon, automobile, motor truck, or any other type of conveyance from place to place, from house to house, or from street to street taking, or attempting to take, orders for the sale of goods, wares, merchandise, or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether the individual is collecting advance payments on such sales or not.

1. "Solicitor" or "canvasser" shall include any person who, for such person, or for another person, firm, or corporation, hires, leases, uses, or occupies any building, structure, tent, vehicle, hotel room, lodging house, apartment, shop, or any other place in the City for the sole purpose of exhibiting samples and taking orders for future delivery.

2. Such definition shall not include solicitors or canvassers taking orders or displaying merchandise exclusively from a public sidewalk or public pedestrian path in compliance with Chapter 5.60 of this Code.

12.45.030 STATIONARY SIDEWALK VENDING LOCATIONS AND STANDARDS:

A. Stationery sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City of Redlands as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor.

B. Stationary sidewalk vendors are prohibited from operating or establishing in any residential zone of the City.

C. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

3. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces or building windows; and

4. No vending shall occur within fifteen (15) feet of a fire hydrant, fire escape, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

5. In order to achieve the minimum accessible path of travel set forth in subsection C.1, only one (1) table and two (2) chairs shall be permitted in conjunction with the vendor's vending activities. No fences, shade structures, other site furniture, or any freestanding signs are permitted; and

6. The vendor shall not attach or use any water lines, electrical lines, gas lines or power generators during vending operations; and

7. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

8. No vending shall occur within five hundred (500) feet of any City-sponsored or co-sponsored events, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, Event Day, or an event held pursuant to a City Event Permit; and

10. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking, such as, but not limited to with the potential of causing pedestrian and traffic safety issues; and

11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

12. No vending shall occur within thirty (30) feet of the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

13. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

14. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

15. No vending shall occur within thirty (30) feet of another vendor; and

16. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

17. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

18. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

19. Open burning or open flame devices are not permitted to be utilized.

12.45.040 STANDARDS FOR SIDEWALK VENDING IN PARKS:

A. Sidewalk vending of food or merchandise by roaming or stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

B. Sidewalk vendors may operate in Parks provided they meet the following:

1. For stationary sidewalk vending, the sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and

3. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. No vending shall occur within five hundred (500) feet of an Event Day or event held pursuant to a City Event Permit; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. The sidewalk vendor does not cause an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park or the public's use

and enjoyment of natural resources, including the accessibility of such natural resources by persons with disabilities, and recreational opportunities or regulations directly related to objective health, safety or wellness concerns; and

8. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

9. Open burning or open flame devices are not permitted to be utilized.

12.45.050. STANDARDS FOR ROAMING SIDEWALK VENDING:

Roaming sidewalk vendors shall meet the following:

1. Roaming sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor; and

2. Sidewalk vending hours for residential zones shall be conducted between the hours of 10:00 a.m. and 6:00 p.m. Sunday through Saturday; and

3. The sidewalk vendors shall maintain their temporary vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. The sidewalk vendor does not conduct sales from a public street; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. No vending shall occur within five hundred (500) feet of a city-sponsored or co-sponsored event, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, an Event Day or an event held pursuant to a City Event Permit; and

8. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking areas, with the potential of causing pedestrian and traffic safety issues; and

9. No vending shall occur within thirty (30) feet from the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

10. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

11. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

12. No vending shall occur within thirty (30) feet of another vendor; and

13. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

14. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

15. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

12.45.060 ADMINISTRATIVE FINES:

A. It is unlawful for any person to violate any provision, or fail to comply with any requirements, of this Chapter. A violation of this Chapter shall by punished by:

   1. An administrative fine not exceeding one hundred dollars ($100) for a first violation.

   2. An administrative fine not exceeding two hundred dollars ($200) for a second violation within one (1) year of the first violation.

   3. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one (1) year of the first violation.

B. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

C. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

   1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to this Chapter.

2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

D. A sidewalk vendor that is preparing and/or selling food without a valid San Bernardino County Department of Environmental Services permit may have their equipment confiscated and food discarded to ensure the public health and safety.

E. Nothing contained herein shall be construed to impede the City's or the County's ability to enforce County Health Department codes and regulations."

Section 2. Section 12.44.050, titled "Solicitation Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or building, or sell or offer for sale any merchandise, article, or anything whatsoever, unless such person is acting pursuant to a contract with the city, or pursuant to a permit granted by the director or approved by the city council."

Section 3. Section 12.44.240, titled "Commercial Activity Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct, or solicit for any trade, occupation, business or profession except upon application to and as may be permitted by the director; provided, however, in the director's discretion, the director may forward any such application to the city council for consideration. In the event the director or city council determines that commercial activity may be permitted, a concessionaire fee may be imposed as a condition of the issuance of such permit."

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 6. 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.

ATTEST: _____
Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 4.**

DATE: 03/21/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the Redlands Downtown Market (Assistant City Manager Boatman)

MOTION(S):

Should the City Council agree with staff's recommendation, the following motion has been provided:

I move to direct staff to relocate the Downtown Morning Market to Citrus Avenue and Orange Street as described in the staff report.

RECOMMENDATION:

At the Mayor's request, staff has prepared the following report in collaboration with downtown businesses.

DISCUSSION:

The City has been hosting a downtown market since 1988. For years, the market was held on Thursday nights along E. State Street and known to the community as Market Night. Additionally, for the last 10 years, a Saturday Morning Certified Farmers Market has been operating in the Ed Hales parking lot. Unfortunately, due to the COVID 19-Pandemic health guidelines, the Thursday Market Night was forced to close in March of 2020. Since the closure, discussions have been ongoing regarding the re-opening of the Downtown Market. Concerns include impacts on parking, storefront visibility, and product quality.

On June 7, 2022, the City Council approved the formation of an Ad Hoc subcommittee to evaluate various options to re-open Market Night. However, the subcommittee ultimately recommended, and the City Council approved, that the market be re-opened on Saturday morning due to public safety and staffing

limitations which precluded a nighttime market. Prior to the opening of the market, various businesses began expressing concerns. These concerns include parking availability for customers and employees, competition from vendors, and possible loss of revenue. These concerns were voiced by business owners at both the City Council and Parks and Recreation Committee meetings in February of 2023. Subsequently, the Mayor called a meeting with downtown business owners on February 28, 2023, to discuss the concerns. During the meeting, the Mayor and city staff provided businesses with background on past council actions concerning the market and listened to feedback. At the conclusion of the meeting, the group scheduled a follow-up meeting on March 13, 2023, to discuss the market re-opening.

The market opened on March 4, 2023, on State Street, between Orange Street and 7th Street. The opening day included a farmers market, traditional vendors, food vendors, and family activities. It is estimated that thousands attended the opening day and positive feedback was received from the vendors. A second market was held on March 11, 2023, and attendance was less due to weather conditions but still relatively well attended. On March 13, 2023, a second meeting with downtown businesses was held at Ozel Jewelry. During the meeting, the Mayor presented an alternative plan with two alternative locations for the market. The Mayor's preferred alternative would relocate the market to Citrus Avenue between Eureka Street and Orange Street, and on Orange Street, between Citrus Avenue and State Street. The following is a list of benefits of this proposed location:

- Parking on and adjacent to State Street would be reopened. Patrons of the new location would park at the mall parking lot and the City parking structure on Citrus. Vendors could potentially utilize a private parking lot adjacent to the Frontier Communications building on Citrus, contingent on permission from the owner.
- Farmers Market vendors, which draw the most foot traffic, would be located on Orange Street where adjacent businesses might benefit from the foot traffic as well.
- Traditional vendors would be located on Citrus Avenue to minimize impacts to East State Street.
- Southbound traffic on Orange Street would be diverted up E. State Street, thereby creating increased visibility to downtown businesses.

The second alternative included locating and consolidating the market in Ed Hales Park, the Ed Hales Park parking lot, and 6th Street, between Redlands Boulevard and State Street. This option would locate the market back to the traditional farmers' market location. Also, the closure would only impact 6th Street and would require the least amount of staff resources. A map of both alternatives is attached for reference.

After presenting the alternatives, the majority of the businesses strongly preferred relocating the market to Citrus Avenue and Orange Street for the reasons noted above. The group was then informed that the proposal would be

presented to the City Council for consideration at the March 21, 2023 meeting and would go into effect on March 25, 2023 if approved. Currently, vendors have been programmed through June 2023. Demolition of the existing Redlands Mall site is anticipated to begin as early as fall of 2023 and the project may impact the viability of the preferred alternative. Staff will continue to monitor the project timeline and will recommend modifications to the market if necessary.

ALTERNATIVES:

The City Council may elect to take no action which would result in the continuation of the market in its current form. Alternatively, the City Council may direct staff to relocate the market to the alternative location at Ed Hales Park, or form a new City Council Ad-Hoc Subcommittee to further discuss options.

STRATEGIC PLAN:

Priority A: Quality of Life

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Discussion:
There is no fiscal impact to re-locating the market, it is anticipated that staff resources will remain unchanged.

Attachments

Downtown Market Location Options

Redlands Downtown Market

Alternate Option 1 – Citrus Ave and Orange St.



Alternate Option 2 – Ed Hales Parking Lot



Current Footprint of Downtown's Morning Market

