

CITY OF LOMA LINDA  
CITY COUNCIL AGENDA  
REGULAR MEETING OF SEPTEMBER 22, 2020

**CORONAVIRUS (COVID-19) ADVISORY**

The City Council Chambers will be open to the public, physical distancing and masks required; seating may be limited.

**PARTICIPATION WILL ALSO BE AVAILABLE TO THE PUBLIC VIA ZOOM'S VIRTUAL MEETING PLATFORM FOR THE PURPOSE OF PUBLIC COMMENT AND VIA THE CITY'S YOUTUBE CHANNEL FOR VIEWING ONLY.**

Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will allow for remote participation via the ZOOM virtual meeting platform and for viewing via YouTube.

View only live stream - <https://www.youtube.com/channel/UCSOe1mP-1Iw9W8ZeX3CUS0Q> - click "Live Now"

Members of the public may participate in this meeting via Zoom's virtual meeting platform – allows you to participate in the comment section by utilizing the “raise your hand” feature or by typing in your questions. :

- Join from a PC, Mac, iPad, iPhone or Android device
  - Please click this URL to join Zoom Meeting: <https://us02web.zoom.us/j/8616208259> If you do not wish for your name to appear on the screen, you may "rename" yourself to be anonymous – right click your display square and click “rename.
  - If you want to provide public comments and are using a computer or laptop without a microphone, you will also need to call in using the information below and dial your Participant ID on the phone when prompted.
  - Please use the “Raise Hand” button to request to speak. If you're unable to locate this button, use the meeting's “chat” function to inform the moderator you wish to speak.
- Join by phone:
  - Dial 1(408) 638-0968 and follow prompts - *NOTE: Your phone number will appear on screen if you plan to speak at the meeting.*
  - **Meeting ID: 861 620 8259**
  - Verbal participation over the phone
    - Dial \*6 to mute and unmute yourself. You will be muted by default upon entering the meeting. The meeting host will unmute those who wish to speak at the appropriate time. Please keep yourself on mute when not speaking.
    - Dial \*9 to “raise your hand” to request to speak.
    - Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda, and when the Meeting's presiding officer requests comments from the public.

*Disclaimer: If you decide to connect to the City's Zoom meeting the phone number you dial in with and/or the information you provided on your Zoom account may be unintentionally recorded and broadcasted by the city.*

In addition to the above, Public Comments may be submitted via email to [ask@lomalinda-ca.gov](mailto:ask@lomalinda-ca.gov); are limited to 250 words and may be submitted until the start of the meeting at 7:00 p.m. Any information, including email addresses, submitted to the City via the public comment email system may become subject to disclosure under the Public Records Act.

*Meetings are accessible to people with disabilities. Every attempt will be made to swiftly address each request. Requests in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at [bnicholson@lomalinda-ca.gov](mailto:bnicholson@lomalinda-ca.gov) or (909) 799-2890.*

CITY OF LOMA LINDA  
CITY COUNCIL AGENDA  
REGULAR MEETING OF SEPTEMBER 22, 2020

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, September 8, 2020 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov).

*Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov) subject to staff's ability to post the documents before the meeting.*

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the City Council.

**Agenda item requests for the October 13, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session**

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

**E. Items To Be Added Or Deleted**

- F.** **Oral Reports/Public Participation - Non-Agenda Items** (Limited to 30 minutes; 3 minutes allotted for each speaker)
- G.** **Conflict of Interest Disclosure** - Note agenda item that may require member abstentions due to possible conflicts of interest
- H.** **Scheduled and Related Items**
- I.** **Consent Calendar**
1. Demands Registers
  2. August 2020 Treasurer's Report
  3. Approve an Automatic Aid Agreement between the City of Loma Linda Fire Department and the City of Redlands Fire Department [**Fire Department**]
- J.** **Old Business**
- K.** **New Business**
- L.** **Reports of Councilmen** (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed).
- M.** **Reports Of Officers** (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council).
- N.** **Adjournment**

*Next meeting scheduled for October 13, 2020*

*City of Loma Linda  
Incorporated September 29, 1970*





# City of Loma Linda Official Report

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Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: September 22, 2020  
TO: City Council  
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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## RECOMMENDATION

It is recommended that the City Council approve the attached list of demands for payment.

Voucher List  
CITY OF LOMA LINDA  
09-22-2020

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632220	9/3/2020	006205 TALENTZOK	164457	P-0000016826	Temporary Finance Staff FY 20-21	1,384.86
<b>Total :</b>						<b>1,384.86</b>
632221	9/3/2020	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	179.02
<b>Total :</b>						<b>179.02</b>
632222	9/3/2020	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	160.96
<b>Total :</b>						<b>160.96</b>
632223	9/10/2020	001245 SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	247.11
<b>Total :</b>						<b>247.11</b>
632224	9/10/2020	004803 CANNON PACIFIC SERVICES INC, DBA PACIFI 152244		P-0000016785	STREET SWEEPING SERVICES	6,094.08
<b>Total :</b>						<b>6,094.08</b>
632225	9/10/2020	001261 THE GAS COMPANY	146 424 6400 3		GAS SERVICE	33.43
<b>Total :</b>						<b>33.43</b>
632226	9/10/2020	000304 TYLER TECHNOLOGIES, INC	045-315206	P-0000014040	SOFTWARE IMPL. COST-MUNIS QUOTE	637.50
<b>Total :</b>						<b>637.50</b>
632227	9/10/2020	005502 FRONTIER COMMUNICATIONS	STMTS-3		PHONE SERVICE	77.68
<b>Total :</b>						<b>77.68</b>
632228	9/10/2020	000026 VERIZON WIRELESS	9861758977		WIRELESS PHONE SERVICE	38.03
<b>Total :</b>						<b>38.03</b>
632229	9/15/2020	001841 TRANSWORLD SYSTEMS INC	2244244		COLLECTIONS SERVICES	109.60
<b>Total :</b>						<b>109.60</b>
632230	9/15/2020	001356 STAPLES BUSINESS ADVANTAGE	3456060926	P-0000016726	OFFICE SUPPLIES	20.43
<b>Total :</b>						<b>20.43</b>
632231	9/15/2020	002958 PRESS-ENTERPRISE	SUBSCRIPTION NOTICE	P-0000016961	RENEW PRESS ENTERPRISE SUBSCR	535.83
<b>Total :</b>						<b>535.83</b>
632232	9/15/2020	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	73.42

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632232	9/15/2020	000917 000917 ZAHADA K SINGH	(Continued)			Total : 73.42
632233	9/15/2020	000265 DIANA DE ANDA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	324.25 Total : 324.25
632234	9/15/2020	006205 TALENTZOK	164513	P-0000016826	Temporary Finance Staff FY 20-21	1,174.26 Total : 1,174.26
632235	9/15/2020	001804 THE SUN	900370663		SUBSCRIPTION RENEWAL-26 WEEKS (	279.49 Total : 279.49
632236	9/15/2020	000840 CITY OF SAN BERNARDINO	92661-90878	P-0000016659	WATER PURCHASES	36.47 Total : 36.47
632237	9/15/2020	000840 CITY OF SAN BERNARDINO	92661-76164	P-0000016659	WATER PURCHASES	540.35 Total : 540.35
632238	9/15/2020	000840 CITY OF SAN BERNARDINO	133-132	P-0000016659	WATER PURCHASES	1,395.33 Total : 1,395.33
632239	9/15/2020	001245 SO CALIF EDISON	2-34-867-5984		ELECTRICITY SERVICE	2,027.55 Total : 2,027.55
632240	9/15/2020	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICES	121.50 Total : 121.50
632241	9/15/2020	001245 SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	224.20 Total : 224.20
632242	9/15/2020	001245 SO CALIF EDISON	STMTS-5		ELECTRICITY SERVICE	247.25 Total : 247.25
632243	9/15/2020	001245 SO CALIF EDISON	STMTS-12		ELECTRICITY SERVICE	6,002.59 Total : 6,002.59
632244	9/15/2020	001245 SO CALIF EDISON	STMTS-11		ELECTRICITY SERVICE	15,356.22 Total : 15,356.22

Voucher List  
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632245	9/15/2020	000026 VERIZON WIRELESS	9861758976		WIRELESS PHONE SERVCIE	2,357.84
					Total :	2,357.84
632246	9/16/2020	003628 U.S. BANK CORPORATE PYMNT SYS	4246 0445 5565 0021		CAL-CARD PURCHASES	10,695.87
					Total :	10,695.87
632247	9/16/2020	006235 USA LEGAL NETWORK	request		REFUND OF OVERPAYMENT FOR COP	13.25
					Total :	13.25
632248	9/16/2020	001245 SO CALIF EDISON	STMTS-13		ELECTRICITY SERVICE	732.37
					Total :	732.37
632249	9/22/2020	000029 AGUA MANSA PROPERTIES, INC	88319	P-0000016648	CONCRETE	220.00
			88727	P-0000016648	CONCRETE	220.00
			88823	P-0000016648	CONCRETE	220.00
			89120	P-0000016648	CONCRETE	220.00
			89209	P-0000016648	CONCRETE	220.00
					Total :	1,100.00
632250	9/22/2020	005758 ALETHEA INC	LL082020	P-0000016821	ONSITE DESK SUPPORT SPECIALIST	14,100.00
					Total :	14,100.00
632251	9/22/2020	001984 ALLSTAR FIRE EQUIP. CO. INC.	226111	P-0000016649	SMALL TOOLS AND PPE	269.70
					Total :	269.70
632252	9/22/2020	004554 ALTERNATIVE HOSE, INC	5978158	P-0000016650	PLUMBING MATERIALS	7.63
					Total :	7.63
632253	9/22/2020	000053 ANIMAL EMERGENCY CLINIC, INC	153679	P-0000016651	ANIMAL CONTROL SERVICES	105.00
					Total :	105.00
632254	9/22/2020	006182 ATLAS PLANNING SOLUTION	1127	P-0000016572	CONTRACT PLANNING SERVICES FOR	4,998.00
					Total :	4,998.00
632255	9/22/2020	002570 BARR DOOR INC.	31880		LABOR	404.16
					Total :	404.16
632256	9/22/2020	001400 BOOT BARN 4 SAN BERNARDINO	INV00061951	P-0000016653	UNIFORM BOOTS & UNIFORM PANTS	246.84

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632256	9/22/2020	001400 BOOT BARN 4 SAN BERNARDINO	(Continued) INV00062479	P-0000016653	TIMBERLAND BOOTS, AND UTILITY PAI	179.80
					<b>Total :</b>	<b>426.64</b>
632257	9/22/2020	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF 891		P-0000016654	CHLORINE TABLETS FOR WATER WEL	3,729.59
					<b>Total :</b>	<b>3,729.59</b>
632258	9/22/2020	005390 CALIFORNIA HIGHWAY ADOPTION CO	820141 820142	P-0000016784 P-0000016784	CLEAN UP MAINTENANCE AT MT VIEW CLEAN UP MAINTENANCE AT MT VIEW	325.00 500.00
					<b>Total :</b>	<b>825.00</b>
632259	9/22/2020	004803 CANNON PACIFIC SERVICES INC, DBA PACIFI	152396	P-0000016785	STREET SWEEPING SERVICES	6,094.08
					<b>Total :</b>	<b>6,094.08</b>
632260	9/22/2020	005791 CENTURYLINK	141275373 150266292	P-0000016811 P-0000016811	BANDWIDTH SERVICES AND VOIP BANDWIDTH SERVICES AND VOIP	4,828.99 311.75
					<b>Total :</b>	<b>5,140.74</b>
632261	9/22/2020	004397 CHEMPAK	113427	P-0000016657	CLEANING SUPPLIES	1,268.63
					<b>Total :</b>	<b>1,268.63</b>
632262	9/22/2020	002843 CITY OF REDLANDS, OFFICE OF CITY TREAS	239	P-0000016823	ANIMAL SHELTER SERVICES	8,079.50
					<b>Total :</b>	<b>8,079.50</b>
632263	9/22/2020	000201 CLA-VAL CO., GRISWOLD INDUSTRIES	804830 804831	P-0000016958 P-0000016959	SERVICED MT VIEW WELL NO. 3 SERVICE REPAIR FOR RICHARDSON V	2,857.18 2,042.56
					<b>Total :</b>	<b>4,899.74</b>
632264	9/22/2020	002118 CONFIRE JPA	2021-007	P-0000016761	CONFIRE SERVICES FOR FY 2021	61,313.25
					<b>Total :</b>	<b>61,313.25</b>
632265	9/22/2020	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-442257	P-0000016663	STREET LIGHT BULBS	746.82
					<b>Total :</b>	<b>746.82</b>
632266	9/22/2020	005762 CORE & MAIN	M655901 M743229 M770478	P-0000016370 P-0000016370 P-0000016558 P-0000016859	4G METER UPGRADE BID PROPOSAL FOR LOMA LINDA 4 1/2 METER COVERS AND LIDS	14,164.22 4,639.45 3,232.50

Voucher List  
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632266	9/22/2020	005762 005762 CORE & MAIN	(Continued)			Total : 22,036.17
632267	9/22/2020	001279 DAILY JOURNAL CORPORATION	B3385823 B3393341	P-0000016667 P-0000016667	LEGAL ADVERTISING: NOTICE INVITIN LEGAL ADVERTISING: NOTICE INVITIN	367.40 400.40 Total : 767.80
632268	9/22/2020	005088 DENNIS GRUBB & ASSOCIATES, LLC	2318	P-0000016762	FIRE PLAN CHECK SERVICES FOR FY	8,290.00 Total : 8,290.00
632269	9/22/2020	005593 DINOSAUR TIRE & ROAD SRVS INC	80817 80823	P-0000016669 P-0000016669	TIRE COMPANY TIRE COMPANY	728.55 167.88 Total : 896.43
632270	9/22/2020	003035 DOUGLAS L. GOODMAN, GOODMAN & ASSOC 5483		P-0000016936	SURVEY SERVICES FOR CALIFORNIA	1,500.00 Total : 1,500.00
632271	9/22/2020	003205 DUTCH TOUCH WINDOW CLEANING	65219		911 MEMORIAL GLASS FENCE CLEANI	190.00 Total : 190.00
632272	9/22/2020	000316 EMPLOYMENT DEVELOPMENT DEPT	LMI-07344		QUARTERLY CENSUS OF EMPLOYMEN	165.00 Total : 165.00
632273	9/22/2020	002179 ENGINEERING RESOURCES OF	54300	P-0000016920	WATER RESERVOIR DESIGN CIP 20-65	1,385.00 Total : 1,385.00
632274	9/22/2020	000331 FAIRVIEW FORD SALES, INC	723940	P-0000016674	VEHICLE PARTS & REPAIRS	167.35 Total : 167.35
632275	9/22/2020	003197 FIRE APPARATUS SOLUTIONS	17692 17693 17694	P-0000016676 P-0000016676 P-0000016676	LADDER TESTING AND APPARATUS SE LADDER TESTING AND APPARATUS SE LADDER TESTING AND APPARATUS SE	678.12 731.74 1,730.99 Total : 3,140.85
632276	9/22/2020	005256 FLYERS ENERGY, LLC	20-178930 20-180987	P-0000016678 P-0000016678	FUEL FUEL	3,618.64 1,142.14 Total : 4,760.78
632277	9/22/2020	006227 GANDDINI GROUP	19282-1	P-0000016907	DEPOSIT FOR TRAFFIC IMPACT ANALY	9,550.00

Voucher List  
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632277	9/22/2020	006227 006227 GANDDINI GROUP	(Continued)			Total : 9,550.00
632278	9/22/2020	005255 GOPHER PATROL	429671 429755 430614	P-0000016838 P-0000016838 P-0000016838	GOPHER PATROL SRVS CITY HALL & C GOPHER PATROL SRVS CITY HALL & C GOPHER PATROL SRVS CITY HALL & C	290.00 140.50 180.00 Total : 610.50
632279	9/22/2020	000389 GRAINGER, INC	9639843425 9640962677	P-0000016682 P-0000016682	INDUSTRIAL SUPPLIES INDUSTRIAL SUPPLIES	70.67 109.53 Total : 180.20
632280	9/22/2020	000402 HACH COMPANY	12094834	P-0000016683	PARTS AND MATERIAL FOR QUALITY C	903.41 Total : 903.41
632281	9/22/2020	000439 HOSE MAN INC.	6220274-0001-06 6220281-0001-06 6505183-0001-06	P-0000016947	HOSE REEL FOR ASPHALT TRUCK TACK HOSE FOR ASPHALT TRUCK CREDIT FOR TACK HOSE	600.18 46.67 -46.67 Total : 600.18
632282	9/22/2020	005233 INDUSTRIAL TECHNICAL SERVICES	1113502F	P-0000016687	SERVICE AND REPAIRS TO WELL SITE	181.25 Total : 181.25
632283	9/22/2020	003400 INFOSEND, INC	177614	P-0000016917	FY20-21 Utility bill printing & mailing	1,323.41 Total : 1,323.41
632284	9/22/2020	000480 INLAND WATER WORKS SUPPLY	s1038468.001	P-0000016948	EQUIPMENT FOR WATERLINE PROJEC	4,178.11 Total : 4,178.11
632285	9/22/2020	002008 JEFFREY G. GILLETTE	21430		REIMBURSEMENT HOTEL/DOLAN INCII	179.98 Total : 179.98
632286	9/22/2020	002986 KATHY CAMPS, XGRAPHIX	19839 19840	P-0000016693 P-0000016693	SIGNS SIGNS	906.40 480.00 Total : 1,386.40
632287	9/22/2020	006141 LENNAR HOMES	993766013 993766015 993766018		ACCOUNT CLOSED, PREPAY REFUNDE ACCOUNT CLOSED PREPAY REFUNDE ACCOUNT CLOSED PREPAY REFUNDE	5.03 15.07 20.51

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632287	9/22/2020	006141 LENNAR HOMES	(Continued) 993766020		ACCOUNT CLOSED, PREPAY REFUNDE	12.15
<b>Total :</b>						<b>52.76</b>
632288	9/22/2020	000575 LOMA LINDA PLUMBING, INC	3933	P-0000016702	PLUMBING	378.55
<b>Total :</b>						<b>378.55</b>
632289	9/22/2020	001733 LOWE'S COMPANIES, INC.	25386 27044 27131 27369 27430 27469 27496 27674 27878	P-0000016703 P-0000016703 P-0000016703 P-0000016703 P-0000016703 P-0000016703 P-0000016703 P-0000016703 P-0000016703	IMPROVEMENT SUPPLIES AND MATER IMPROVEMENT SUPPLIES AND MATER	20.43 54.77 26.89 64.03 35.86 103.70 59.24 32.02 91.07
<b>Total :</b>						<b>488.01</b>
632290	9/22/2020	005918 MATTHEW RYAN	09876D		REIMBURSEMENT FOR STATE PARAMI	225.00
<b>Total :</b>						<b>225.00</b>
632291	9/22/2020	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1495425	P-0000016705	FIREFIGHTER EQUIPMENT	393.80
<b>Total :</b>						<b>393.80</b>
632292	9/22/2020	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000857 000858 000859 000860 000861 000862 000863	P-0000016887 P-0000016886 P-0000016888 P-0000016884 P-0000016889 P-0000016890 P-0000016965	LANDSCAPE MAINT-MISSION RD, CALI BARTON RD MEDIAN-LANDSCAPE MAI LANDSCAPE MAINT-SO. BARTRON RD LANDSCAPE CONTRACT FOR LMD, SH MISC LANDSCAPE REPAIRS IN THE LM MISC REPAIRS IN THE LMD L;ANDSCAI 9/11 MEMORIAL LANDSCAPE MAINTEN	822.95 3,542.00 549.41 11,984.21 4,230.09 899.70 965.00
<b>Total :</b>						<b>22,993.36</b>
632293	9/22/2020	001613 OFFICE DEPOT, INC	115391770001 119272828001 119443097001	P-0000016707 P-0000016707 P-0000016707 P-0000016707	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	43.81 63.27 199.35

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632293	9/22/2020	001613 OFFICE DEPOT, INC	(Continued)			
			120045653001	P-0000016707	OFFICE SUPPLIES	178.26
			121546220001	P-0000016707	OFFICE SUPPLIES	-3.16
			2430016108	P-0000016707	OFFICE SUPPLIES	41.99
					<b>Total :</b>	<b>523.52</b>
632294	9/22/2020	004401 ORKIN PEST CONTROL	202094208	P-0000016841	PEST CONTROL SRVS CITY HALL/LIBR	124.27
			202094581	P-0000016841	PEST CONTROL SRVS CITY HALL/LIBR	52.89
					<b>Total :</b>	<b>177.16</b>
632295	9/22/2020	004401 ORKIN PEST CONTROL	202094993	P-0000016835	PEST CONTROL SERVICES AT 10466 R	47.27
					<b>Total :</b>	<b>47.27</b>
632296	9/22/2020	002087 PACIFIC PRODUCTS & SRVS LLC	27258	P-0000016950	SIGN POSTS AND BASES	1,259.33
					<b>Total :</b>	<b>1,259.33</b>
632297	9/22/2020	004568 PAMELA SIMMONS	993765923		ACCOUNT CLOSED PREPAY REFUNDE	25.30
					<b>Total :</b>	<b>25.30</b>
632298	9/22/2020	000766 PRUDENTIAL OVERALL SUPPLY	23044895	P-0000016713	SHOP RAGS	82.19
					<b>Total :</b>	<b>82.19</b>
632299	9/22/2020	006153 QUADIENT LEASING USA, INC., DEPT 3682	N8479113	P-0000016644	FY 20/21 Lease N17043418 Folder/Insert	1,020.84
					<b>Total :</b>	<b>1,020.84</b>
632300	9/22/2020	006169 R&S OVERHEAD DOORS OF IE INC	7326		SERVICE OF AUTOMATIC SWING DOOR	325.00
					<b>Total :</b>	<b>325.00</b>
632301	9/22/2020	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	0801-20	P-0000016951	SPARE RADIO	2,760.38
					<b>Total :</b>	<b>2,760.38</b>
632302	9/22/2020	004562 ROGER E. FOX. M.D., FOX OCCUPATIONAL MI	121149	P-0000016719	EMPLOYEE MEDICAL SERVICES	70.00
					<b>Total :</b>	<b>70.00</b>
632303	9/22/2020	006225 S & H CIVILWORKS	0852	P-0000016900	ADA ACCESS RAMPS AT VARIOUS LOC	44,160.75
					<b>Total :</b>	<b>44,160.75</b>
632304	9/22/2020	000451 SITEONE LANDSCAPE SUPPLY, LLC	102531924-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	31.06

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632304	9/22/2020	000451 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)			
			102706107-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	86.04
			102717032-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	7.47
			102750258-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	68.34
			102854290-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	155.43
			102963134-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	176.80
					<b>Total :</b>	<b>525.14</b>
632305	9/22/2020	001024 SNAP ON TOOLS CORP	08132051569	P-0000016962	IMPACT WRENCH/TOOLBOX ROLL CAF	624.95
			08132051570	P-0000016962	IMPACT WRENCH/TOOLBOX ROLL CAF	810.28
			08272051992	P-0000016725	TOOLS	62.76
					<b>Total :</b>	<b>1,497.99</b>
632306	9/22/2020	001356 STAPLES BUSINESS ADVANTAGE	3455240878	P-0000016726	OFFICE SUPPLIES	18.36
			3455240879	P-0000016726	OFFICE SUPPLIES	49.88
					<b>Total :</b>	<b>68.24</b>
632307	9/22/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	367389-0058		PROFESSIONAL/LEGAL SERVICES	491.20
					<b>Total :</b>	<b>491.20</b>
632308	9/22/2020	006003 SUEZ WTS SERVICES USA, INC	900550723	P-0000016754	DEIONIZED WATER TANK RENTAL AND	35.56
			900550925	P-0000016754	DEIONIZED WATER TANK RENTAL AND	23.71
					<b>Total :</b>	<b>59.27</b>
632309	9/22/2020	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	066095	P-0000016732	AUTO PARTS	36.07
					<b>Total :</b>	<b>36.07</b>
632310	9/22/2020	005436 TAFOYA & ASSOCIATES	2690	P-0000016955	REPLACE RED DYE DIESEL PUMP AT C	2,350.00
					<b>Total :</b>	<b>2,350.00</b>
632311	9/22/2020	006233 TAYLOR ZEITZ	012138		REIMBURSEMENT FOR STATE AND CO	295.00
					<b>Total :</b>	<b>295.00</b>
632312	9/22/2020	000237 THE COUNSELING TEAM, INC.	77113	P-0000016770	BEHAVIORAL HEALTH & WELLNESS SE	600.00
					<b>Total :</b>	<b>600.00</b>
632313	9/22/2020	001261 THE GAS COMPANY	194 068 6736 6		GAS STATEMENT	43.86

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632313	9/22/2020	001261 001261 THE GAS COMPANY	(Continued)			Total : 43.86
632314	9/22/2020	001841 TRANSWORLD SYSTEMS INC	2290808		COLLECTION SERVICES	168.02
						Total : 168.02
632315	9/22/2020	001854 UNDERGROUND SERVICE ALERT OF	820200143	P-0000016736	DIG ALERT NOTIFICATION	77.65
			dsb20194534	P-0000016736	DIG ALERT NOTIFICATION	71.05
						Total : 148.70
632316	9/22/2020	004030 US TRONICS	M-12267AU20	P-0000016904	EMERGENCY SATELLITE PHONE SERV	167.85
						Total : 167.85
632317	9/22/2020	005395 USBANK EQUIPMENT FINANCE	422735977	P-0000016818	PRINTERS LEASE AGREEMENT	2,912.40
				P-0000016818		
						Total : 2,912.40
632318	9/22/2020	005500 WEST COAST ARBORISTS INC	163707	P-0000016963	TRIM TREES AT CITY HALL	1,950.00
						Total : 1,950.00
632319	9/22/2020	001917 WILBUR E & JUNE PURVIS, WILBUR'S	40074	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	100.00
			40086	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	72.26
			40094	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	173.40
			40131	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	112.28
						Total : 457.94
632320	9/22/2020	003359 ZERO WASTE USA INC	363836	P-0000016952	DOG BAGS	699.78
				P-0000016952		
						Total : 699.78
675549	9/8/2020	000454 ICMA RETIREMENT CORP	2020090400675549		RETIREMENT CONTRIBUTIONS-08/16-2	26,386.75
						Total : 26,386.75
1001647296	9/4/2020	000771 P.E.R.S.	1001647296/297		RETIREMENT CONTRIBUTIONS-AUGU	923.84
						Total : 923.84
103 Vouchers for bank code :		bofa				Bank total : 341,787.31
103 Vouchers in this report						Total vouchers : 341,787.31

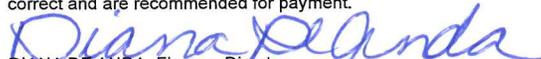
Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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PAYROLL: 09/17/2020 \$ 377,098.38

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.  
632220 through 632320, 675549 & 1001647296 for a total  
disbursement of \$ 341,787.31, and to the best of  
my knowledge, based on the information provided, they are  
correct and are recommended for payment.

  
DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thajpejr, City Manager

Approved by the City Council at their meeting held on  
09-22-2020 and the City Treasurer is hereby directed  
to pay except as noted.

Phillip Dupper, Mayor



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

CITY COUNCIL AGENDA: September 22, 2020  
TO: City Council  
FROM: Diana De Anda, Finance Director/City Treasurer   
VIA: T. Jarb Thaipejr, City Manager  
SUBJECT: August 2020 Treasurer's Report

## RECOMMENDATION

It is recommended that the City Council receive the report for filing.

CITY OF LOMA LINDA  
COMPOSITION OF CASH  
AUGUST 2020

**DEMAND DEPOSIT ACCOUNTS**

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	2,218,132.54
Outstanding Checks as of month-end		(815,692.19)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	1,402,440.35
<b>BANK OF AMERICA - PAYROLL</b>	<b>\$</b>	<b>356,251.92</b>
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		53,758.45
Outstanding Checks as of month-end		(37.40)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	53,721.05
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		161,991.33
Outstanding Checks as of month-end		-
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	161,991.33

<b>DEMAND DEPOSIT ACCOUNTS - TOTAL</b>	<b>\$</b>	<b>1,974,404.65</b>
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**INVESTMENTS**

**YIELD**

LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	0.784%	\$ 38,005,237.14
CITY - Former RDA Bond Proceeds	0.784%	2,484,193.98
CITY -Total		40,489,431.12
SUCCESSOR RDA	0.784%	493,430.40
HOUSING AUTHORITY	0.784%	1,638,675.43
<b>INVESTMENTS TOTALS</b>		<b>\$ 42,621,536.95</b>

**OTHER CASH**

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00
<b>OTHER CASH TOTAL</b>	<b>\$</b>	<b>1,850.00</b>

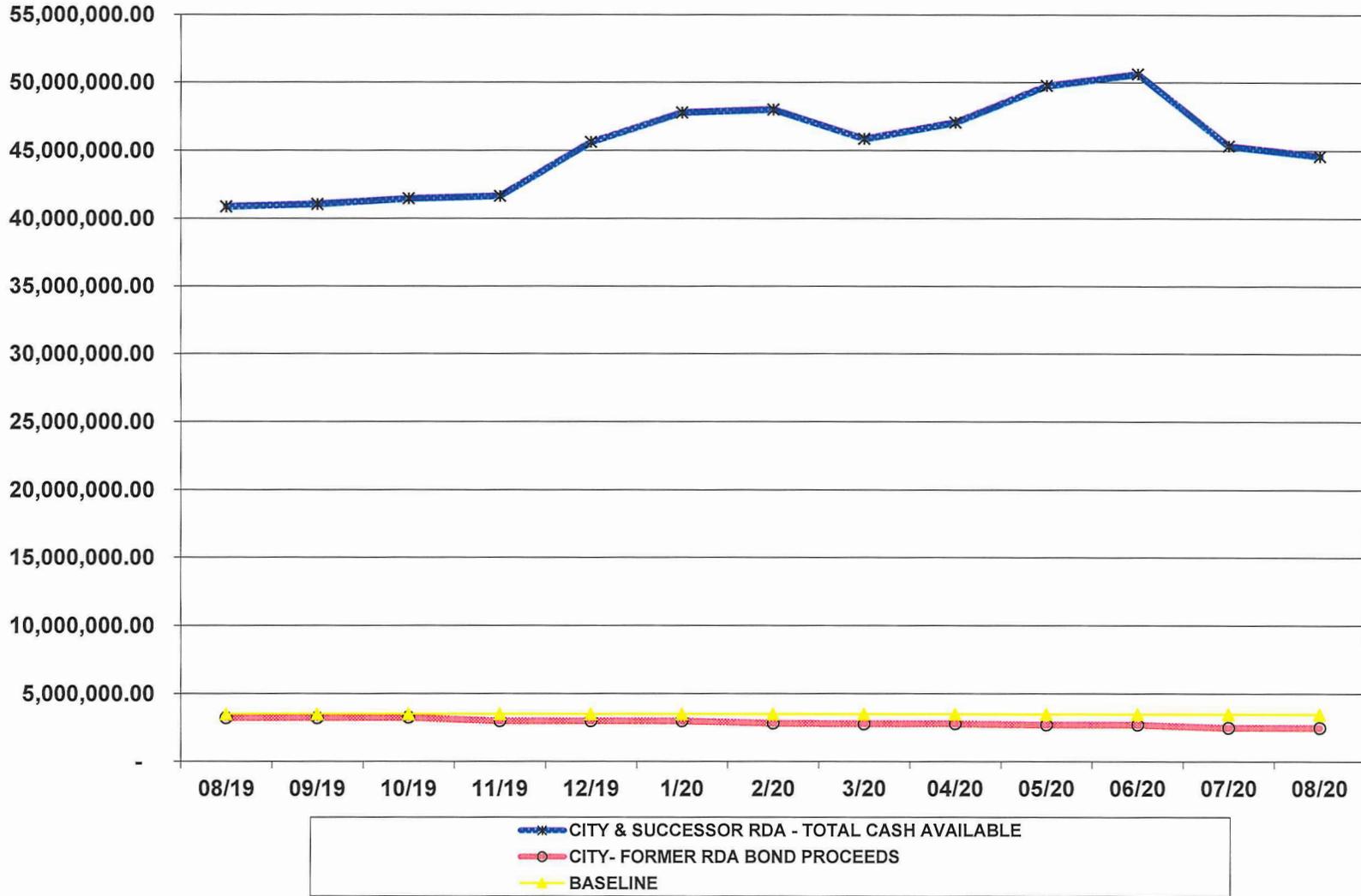
<b>CASH AND INVESTMENTS - GRAND TOTAL</b>		<b>44,597,791.60</b>
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PREVIOUS MONTH		45,352,526.50
CHANGE +/-)	\$	(754,734.90)

All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.

  
Treasurer

CITY OF LOMA LINDA  
MONTHLY TREASURER'S REPORT 08/19-08/20





# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman.

CITY COUNCIL AGENDA: May 12, 2020  
TO: City Council  
FROM: Dan Harker, Fire Chief *DH*  
VIA: T. Jarb Thaipejr, City Manager  
SUBJECT: Approve the Automatic Aid Agreement and Operating Plan between the City of Loma Linda FD and Redlands FD

Approved/Continued/Denied By City Council Date _____
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## RECOMMENDATION

It is recommended that the City Council approve the Automatic Aid Agreement and Operating Plan (Attachment "A") between the City of Loma Linda Fire Department (LLFD) and the Redlands Fire Department (RFD).

## BACKGROUND

The LLFD and RFD have been working together for many years due to being dispatched by the same dispatch center (Comm Center). Comm Center serves as the dispatch center for the San Bernardino County Fire and Rescue Operational Area coordinating all mutual activity within San Bernardino County. The Automatic Aid Agreement and Operating Plan (Attachment "A") will just formalize the cooperation between LLFD and RFD and the sharing of resources enhancing the services to both communities.

## FINANCIAL IMPACT

There is no financial impact to the city by approving the Automatic Aide Agreement and Operating Plan.

## AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered this 15<sup>th</sup> day of September 2020, by and between the

**CITY OF LOMA LINDA FIRE DEPARTMENT  
(HERIN REFERRED TO AS "LOMA LINDA")  
AND  
CITY OF REDLANDS FIRE DEPARTMENT  
(HERIN REFERRED TO AS "REDLANDS")**

### RECITIALS

**WHEREAS**, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and

**WHEREAS**, the parties of this Agreement maintain, as part of their municipal service, an organized and equipped Fire Department, charged with the duty of fire protection and rescue within their respective jurisdiction; and

**WHEREAS**, it is in the best interest of the citizens of REDLANDS and LOMA LINDA to provide the most expeditious response to suppress fires and render other emergency service; and

**WHEREAS**, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue and emergency medical services on a day-to-day basis; and,

**WHEREAS**, this Agreement is authorized by provisions of applicable state and federal law;

**NOW, THEREFORE**, in consideration of these mutual promises, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

- A. Pursuant to the authority granted by Section 55632 of the California Government Code (California Disaster and Civil Defense Master Mutual Aid Agreement), REDLANDS and LOMA LINDA agree to respond to emergency incidents outside of their geographical jurisdictions and into the geographical jurisdiction of the other in accordance with the terms of this agreement.
- B. The specific details of the services to be provided under this agreement shall be determined by REDLANDS and LOMA LINDA Fire Chiefs. These services shall be detailed in an Operating Plan (Attachment "A"). Said Attachment "A" is hereby made part of this Agreement by this reference. The REDLANDS and LOMA LINDA Fire Chiefs shall review Attachment "A" annually and, as necessary, make amendments in writing. Any amendments shall become part of this Agreement. It is understood that all Operating Plans dealing with emergency response shall adhere as closely as practical to the "closest unit" concept which forms the basis for this Agreement.
- C. Each party shall maintain Workers' Compensation Insurance covering its own employees without cost to the other agency and each agency shall pay its own personnel without cost to the other agency. Each party agrees to waive its right of recovery against the other and shall require a similar waiver from its workers compensation insurer.

AUTOMATIC AID AGREEMENT  
CITY OF LOMA LINDA FIRE DEPARTMENT AND  
CITY OF REDLANDS FIRE DEPARTMENT

- D. Each of the parties shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, replacement and repair of casualty damage of its own apparatus and equipment used pursuant to this Agreement while said equipment is used outside of its geographical boundaries.
- E. Each party will be responsible to provide law enforcement and traffic control personnel within its own geographical boundaries.
- F. The Fire Chiefs of the parties shall have joint authority and responsibility for the administration of this Agreement which they may delegate to their agents or employees in their respective Fire Departments.
- G. The agency receiving aid shall provide, if possible, an officer of its Fire Department, who will be in charge and direct activities and assume the responsibility for releasing all Fire Department resources from the scene.
- H. No payment of any kind shall be made between the parties as compensation for any services performed pursuant to this agreement. Services performed for no compensation are limited to staffed fire apparatus, rescue squads, aerial fire apparatus, and overhead (chief officer) personnel and associated equipment.
- I. Each agency may, upon its own initiative, go upon land which is within the boundaries of the other agency to engage in fire suppression and/or rescue, or to provide emergency medical services without prior authorization; provided however, its forces shall not knowingly perform any act of a nature which will reflect to the discredit or which is contrary to the established policy of the responsible agency.
- J. When an emergency incident occurs along the border between protection jurisdictions, it is agreed that under no circumstances should there be any delay in response pending determination of the precise location. It shall be agreed both agencies shall send forces promptly to start appropriate action on borderline incidents. Each of the parties shall be fully responsible for the preservation of evidence.
- K. Each party shall defend, indemnify, and hold harmless the other party and their respective agents, servants, and employees, of and from any, and all, liabilities, claims, demands, debts, suits, actions, and causes, arising out of, or in any manner connected with, any act or omission of such indemnifying party hereunder, or its agent's servants or employees, done or performed pursuant to the terms and conditions of this Agreement.
- L. This agreement shall be effective as of the day and year herein above written and continue until terminated by either party by giving 90 days' written notice to the designated person below. Notice shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next business day if sent by express mail or overnight air courier.

Redlands Fire Department  
 ATTN: Fire Chief  
 35 Cajon Street Suite #12  
 Redlands, CA 92373

LOMA LINDA Fire Department  
 ATTN: Fire Chief  
 25541 Barton Road  
 Loma Linda, CA 92354

**AUTOMATIC AID AGREEMENT  
 CITY OF LOMA LINDA FIRE DEPARTMENT AND  
 CITY OF REDLANDS FIRE DEPARTMENT**

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

**Approval**

IN WITNESS WHEREOF, the PARTIES have executed this Automatic Aid Agreement between City of LOMA LINDA Fire Department and City of Redlands Fire Department as of the date written below:

**LOMA LINDA:**

**REDLANDS:**

\_\_\_\_\_  
(Authorized Signature - blue ink only)  
Phill Dupper, Mayor, City of Loma Linda

\_\_\_\_\_  
(Authorized Signature – blue ink only)  
Paul W. Foster, Mayor, City of Redlands

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

\_\_\_\_\_  
Title

## ATTACHMENT "A"

### OPERATING PLAN between the CITY OF LOMA LINDA FIRE DEPARTMENT and the CITY OF REDLANDS FIRE DEPARTMENT

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated September 15<sup>th</sup>, 2020, between the City of LOMA LINDA Fire Department (herein referred to as "LOMA LINDA") and the City of Redlands Fire Department (herein referred to as "REDLANDS"). LOMA LINDA and REDLANDS are referred to individually herein as the "Party" or the "Agency" and are collectively referred to herein as the "Parties." The following Operating Plan outlines the dispatching, emergency incident response, and command and control elements to implement the Automatic Aid Agreement.

This Operating Plan can be modified at any time with mutual written agreement by the Fire Chiefs for LOMA LINDA and REDLANDS.

#### RECITALS:

1. LOMA LINDA is a local government agency governed by the City Council and provides life and property fire protection, emergency medical services (EMS) response, hazardous materials response, technical rescue, and related emergency services.
2. REDLANDS is a California Government Code General Law City and provides fire and rescue services within the city limits of the City of Redlands.
3. REDLANDS and LOMA LINDA are dispatched by the San Bernardino Communications Center (Comm Center) located in Rialto, California. The Comm Center serves as the dispatch center for the San Bernardino County Fire and Rescue Operational Area coordinating all mutual aid activity within San Bernardino County.
4. The responding Automatic Aid engine companies will be the closest available to LOMA LINDA and REDLANDS. The agency responding to a request of the other agency may decline an automatic aid request.
5. Response as part of this Agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid (MMA), unless criteria are met for reimbursement via another source.
6. Both Parties will adhere to Emergency Medical Services (EMS) policies, procedures, and protocols as required by the San Bernardino EMS Agency and the California EMS Authority. Most regulations will appear in Health and Safety Code Section 1797 et al.
7. As an extension of this Operation Plan, both Parties will jointly train and ensure the highest levels of competence as part of this agreement.

## **EMERGENCY INCIDENT RESPONSE:**

1. Each of the Parties will respond with the appropriate apparatus and equipment, dependent on availability of resources and as dispatched by their dispatch center.
2. The services to be rendered pursuant to this Agreement shall consist of providing first alarm fire response, rescue, or EMS. Each Agency agrees to provide, when and where possible, all its own additional apparatus and equipment necessary in the event of a Second or Third Alarm involvement within its own geographical boundaries or to request mutual aid from the operating area.
3. Both Parties may provide to each other, upon request, any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This will only apply to resources considered Master Mutual Aid. Resources other than Master Mutual Aid may be considered assistance by hire (ABH), unless covered by another cost reimbursement agreement (CFAA, CFMA, etc.). This may include chief or fire officer response as well as approved apparatus and equipment.
4. The Incident Command System (ICS) will be the only system used for the command of emergencies. The Agency Having Jurisdiction (AHJ) always has the command responsibility and the final authority as to strategy and tactics at the incident. Regardless of jurisdiction, the first arriving unit shall initiate command and seek control of the incident. The AHJ resource will assume command from the other agency upon arrival. When responding into the other Agency's jurisdiction, the responding unit becomes a resource of the receiving unit and, as such, is under the control of that Agency until released. Under Master Mutual Aid, an Agency can recall assigned resources at any time. Serious consideration shall be extended to the receiving agency if resources(s) are recalled during a working emergency.
5. Automatic Aid shall apply only to emergency incidents and shall not apply to non-emergency situations such as water removals, standbys, public assistance, etc.
6. Command support and tactical radio frequencies will be determined and assigned by jurisdictional dispatch center based upon established communication plans. LOMA LINDA and REDLANDS may share radio frequencies for training, emergency incidents and joint resource operations.
7. The responsibility for requesting paramedic ambulances, law enforcement, or CHP will be made through the Incident Commander (IC) to the jurisdictional dispatch center.
8. Fire station coverage under this Agreement will be the responsibility of each Agency unless otherwise requested via the Mutual Aid System.
9. Logistical support of emergencies will be the responsible of the AHJ.

**DISPATCH PROCEDURES**

1. The Parties agree to respond resources as suggested by Computer Aided Dispatch (CAD), dependent on availability. The Parties agree to the following provisions:

REDLANDS will provide:

Structure Fire - One Engine or Aerial up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Vegetation Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Rescue - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Emergency Medical Service call - One Engine Company up to the third resource as suggested in the CAD line-up (automatic response upon notification).

LOMA LINDA will provide:

Structure Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Vegetation Fire - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Rescue - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Emergency medical service call - One Engine Company up to the third resource as suggested in the CAD line-up. (automatic response upon notification)

Reviewed and Approved by:

CITY OF LOMA LINDA FIRE DEPARTMENT

By: \_\_\_\_\_  
Dan Harker, Fire Chief

\_\_\_\_\_  
Dated

CITY OF REDLANDS FIRE DEPARTMENT

By: \_\_\_\_\_  
Jim Topoleski, Fire Chief

\_\_\_\_\_  
Dated

LOMA LINDA HOUSING AUTHORITY  
AGENDA  
REGULAR MEETING OF SEPTEMBER 22, 2020

7:00 p.m. or as soon thereafter as possible

**CORONAVIRUS DISEASE (COVID-19) ADVISORY**

The City Council Chambers not will be open to the public.

**THIS MEETING WILL BE AVAILABLE TO THE PUBLIC VIA WEBINAR/TELECONFERENCE FOR THE PURPOSE OF PUBLIC COMMENTS.**

Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will allow for remote participation via the ZOOM virtual meeting platform and for viewing via YouTube. Please see the City Council Agenda for connection instructions.

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov).

*Materials related to an item on this Agenda submitted to the Housing Authority Board after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov) subject to staff's ability to post the documents before the meeting.*

Persons wishing to speak on an agenda item are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The Housing Authority meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Housing Authority at this time; however, the Housing Authority Board may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

**Agenda item requests for the October 13, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session**

**D. Items To Be Added Or Deleted**

**E. Oral Reports/Public Participation - Non-Agenda Items** (Limited to 30 minutes; 3 minutes allotted for each speaker)

**F.**     **Conflict of Interest Disclosure** - Note agenda item that may require member abstentions due to possible conflicts of interest

**G.**     **Scheduled Items**

**H.**     **Consent Calendar**

1.     Demands Registers
2.     Minutes of September 8, 2020

**I.**     **New Business**

**J.**     **Chair and Member Reports**

**K.**     **Reports of Officers**

**L.**     **Adjournment**



# Loma Linda Housing Authority Official Report

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Phill Dupper, Chairman  
Ronald Dailey, Vice Chairman  
Rhodes Rigsby, Member  
John Lenart, Member  
Bhavin Jindal, Member

HOUSING AUTHORITY AGENDA: September 22, 2020  
TO: Housing Authority Board  
SUBJECT: Demands Registers

Approved/Continued/Denied By Housing Authority Board Date _____
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## **RECOMMENDATION**

It is recommended that the Housing Authority Board approve the attached list of demands for payment.

vchlist  
09/17/2020 8:41:49AM

Voucher List  
CITY OF LOMA LINDA  
09-22-2020 HA

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2310	9/16/2020	003628 U.S. BANK CORPORATE PYMNT SYS	4246-0446-0258-8026		CAL-CARD PURCHASES	3.34
					Total :	3.34
2311	9/22/2020	005791 CENTURYLINK	150266292 HA	P-0000016811	BANDWIDTH SERVICES AND VOIP	2.63
					Total :	2.63
2312	9/22/2020	001613 OFFICE DEPOT, INC	115391770001 HA	P-0000016707	OFFICE SUPPLIES	14.39
					Total :	14.39
2313	9/22/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	367390-0006		PROFESSIONAL/LEGAL SERVICES	8,578.90
					Total :	8,578.90
2314	9/22/2020	005395 USBANK EQUIPMENT FINANCE	422735977 HA	P-0000016818	PRINTERS LEASE AGREEMENT	27.01
					Total :	27.01
5 Vouchers for bank code :		bofaha			Bank total :	8,626.27
5 Vouchers in this report					Total vouchers :	8,626.27

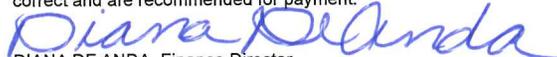
Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.  
2310 through 2314 for a total  
disbursement of \$ 8,626.27, and to the best of  
my knowledge, based on the information provided, they are  
correct and are recommended for payment.

  
DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on  
09-22-2020 and the City Treasurer is hereby directed  
to pay except as noted.

Phillip Dupper, Mayor



# Loma Linda Housing Authority Official Report

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Phill Dupper, Chairman  
Ronald Dailey, Vice Chairman  
Rhodes Rigsby, Member  
John Lenart, Member  
Bhavin Jindal, Member

HOUSING AUTHORITY AGENDA: September 22, 2020  
TO: Housing Authority Board  
SUBJECT: Minutes of September 8, 2020

Approved/Continued/Denied By Housing Authority Board Date _____
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## **RECOMMENDATION**

It is recommended that the Housing Authority Board approve the minutes of September 8, 2020.

Loma Linda Housing Authority

Minutes

A Regular Meeting of September 8, 2020

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Dupper at 8:25 p.m., Tuesday, September 8, 2020.

This meeting was conducted via webinar/teleconference. Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting was conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there was no in-person meeting location at which the public may appear.

Board Members Present: Chairman Phill Dupper, present in Council Chambers  
Vice Chairman Ron Dailey, present in Council Chambers  
Rhodes Rigsby, present in Council Chambers  
John Lenart, present in Council Chambers  
Bhavin Jindal, present in Council Chambers

Board Members Absent: None

Others Present: Executive Director T Jarb Thaipejr, present in Council Chambers  
General Counsel Richard Holdaway, present in Council Chambers

No items were added or deleted; no public participation comments were offered upon invitation of the Chair; and no conflicts of interest were noted.

**Scheduled Items**

**HA-2020-16 – Consent Calendar**

**Motion by Rigsby, seconded by Lenart to approve the Consent Calendar; the City Clerk called the role and the motion passed unanimously.**

The Demands Register dated

- August 25, 2020 with commercial demands totaling \$5,767.93;
- August 31, 2020 for the 2019-2020 FY with commercial demands totaling \$1,691.58; and
- September 8, 2020 for the 2020-2021 FY with commercial demands totaling \$162.00.

The minutes of August 11, 2020 as presented.

The meeting adjourned at 8:26 p.m.

Approved at the meeting of

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Secretary

CITY OF LOMA LINDA  
CITY COUNCIL AS SUCCESSOR AGENCY  
TO THE LOMA LINDA REDEVELOPMENT AGENCY  
AGENDA  
REGULAR MEETING OF SEPTEMBER 22, 2020  
7:00 p.m. or as soon thereafter as possible

**CORONAVIRUS DISEASE (COVID-19) ADVISORY**

The City Council Chambers will be open to the public, physical distancing and masks required; seating may be limited.

THIS MEETING WILL ALSO BE AVAILABLE TO THE PUBLIC VIA  
WEBINAR/TELECONFERENCE FOR THE PURPOSE OF PUBLIC COMMENTS.

Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will allow for remote participation via the ZOOM virtual meeting platform and for viewing via YouTube. Please see the City Council Agenda for connection instructions.

In acting in the limited capacity of Successor Agency as provided in California Health and Safety Code §§ 34173 and 34176, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability with regards to the responsibilities of the former Loma Linda Redevelopment Agency under AB 1X26. Nothing herein shall be construed as an action, commitment, obligation, or debt of the City itself, or a commitment of any resources, funds, or assets of the City to fund the City's limited capacity as the Successor Agency to the Loma Linda Redevelopment Agency. Obligations of the Successor Agency shall be funded solely by those funds or resources provided for that purpose pursuant to AB 1X26 and related statutes.

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov).

*Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov) subject to staff's ability to post the documents before the meeting.*

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

**Agenda item requests for the October 13 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session – 5:30 p.m. – Community Room**

**Conference with Real Property Negotiator – Government Code 54956.8**

Property: Located to the west of California Street, bordered to the north by Redlands Boulevard and to the south by Mission Road, and which is described in the LRPMP as “Special Planning Area “D””, and delineated by addresses 26248 Mission Road and 26209 Redlands Boulevard, APN 0292-471-06 and 0292-461-04 through -08

Negotiating Parties: Konrad Bolowich on behalf of the Successor Agency; HighPointe Groves, LLC

Under Discussion: Price and Terms of payment regarding sale of property

**D. Items To Be Added Or Deleted**

**E. Oral Reports/Public Participation - Non-Agenda Items** (Limited to 30 minutes; 3 minutes allotted for each speaker)

**F. Conflict of Interest Disclosure** - Note agenda item that may require member abstentions due to possible conflicts of interest

1. Council Bill #R-2020-34 - Purchase and Sale Agreement - Sale of real property located to the west of California Street, bordered to the north by Redlands Boulevard and to the south by Mission Road, and which is described in the LRPMP as “Special Planning Area “D””, and delineated by addresses 26248 Mission Road and 26209 Redlands Boulevard, APN 0292-471-06 and 0292-461-04 through -08 (the “Property”)

**G. Scheduled Items**

2. Demands Registers
3. Minutes of September 8, 2020

**H. Consent Calendar**

**I. Adjournment**



# City of Loma Linda Official Report

Phillip Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

SUCCESSOR AGENCY AGENDA: September 22, 2020

Approved/Continued/Denied  
By Successor Agency Board  
Date \_\_\_\_\_

TO: Loma Linda Successor Agency Board

FROM: T. Jarb Thaipejr, City Manager *TJT*

SUBJECT: Sale of real property located to the west of California Street, bordered to the north by Redlands Boulevard and to the south by Mission Road, and which is described in the LRPMP as "Special Planning Area "D"", and delineated by addresses 26248 Mission Road and 26209 Redlands Boulevard, APN 0292-471-06 and 0292-461-04 through -08 (the "Property").

## RECOMMENDATION

It is recommended that Governing Board of the Successor Agency approve the sale to HighPointe Groves, LLC, a California limited liability company or its designee ("Buyer") of the property located to the west of California Street, bordered to the north by Redlands Boulevard and to the south by Mission Road, and which is described in the LRPMP as "Special Planning Area "D"", and delineated by addresses 26248 Mission Road and 26209 Redlands Boulevard, APN 0292-471-06 and 0292-461-04 through -08 (the "Property") and authorize and direct the Executive Director of the Successor Agency to execute an agreement substantially in the form of the draft entitled "Purchase and Sale Agreement and Joint Escrow Instructions" (the "Agreement") as submitted herewith.

## BACKGROUND

The above referenced property was previously owned by the former Loma Linda Redevelopment Agency ("Former Agency") and, in connection with the dissolution of redevelopment agencies in California, became the property of the Successor Agency. As required by dissolution law, and consistent with the Long Range Property Management Plan ("LRPMP") as previously approved by the Successor Agency, the Oversight Board, and the California Department of Finance ("DOF"), the Property is to be disposed of by the Successor Agency. Successor Agency staff has sought to obtain offers for the purchase of the Property.

Subsequent to the dissolution of the Former Agency, the Successor Agency and City did not experience substantial expressions of interest for the purchase of the Property. Given the size and complexities associated with the Property, during 2019, the Successor Agency in conjunction with the City created a Real Estate Disposition Working Group (REDWG)

consisting of staff, development service consultants, real estate experts, and Special Legal Counsel to efficiently and expeditiously manage the developer/buyer selection procedures and disposition of the Property. As part of that process, an invitation seeking letters of interest with respect to the purchase and sale of the Property was sent to two hundred seventy seven (277) property developers. Subsequently, eight (8) written proposals were received. The REDWG engaged in an interactive process with the responding developers, which included a detailed review of proposals, interviews, presentations, and follow up questions. As a result of that process, Highpointe Communities, Inc., a California corporation (Highpointe), was ultimately selected to negotiate with the Successor Agency for the purchase and sale of the Property. Highpointe subsequently formed Highpointe Groves, LLC., a California limited liability company (Buyer), as a single asset entity to acquire and develop the Property.

Buyer, as well as other persons submitting expressions of interest, indicated that development would be conducted in conformity with the specific plan as adopted for area including the Property (the "Specific Plan"). Among the key elements leading to that determination were: (i) the willingness of the Buyer to purchase the Property immediately on a cash basis; (ii) the experience of the Buyer in developing high quality projects in southern California, including within the corporate limits of the City of Loma Linda; (iii) the experience of the development team; and (iv) the purchase price offered by the Buyer is [consistent with][greater than] the appraised value of the Property under a very recent appraisal as described further below. Together, these factors make the Buyer the best candidate to purchase the Property. Taxing agencies will benefit not only from the purchase price but from enhanced revenues to be generated from the development of the Property; thus, it is important that the buyer of the Property be an entity that is likely to be successful not only in developing the Property but in developing it in the near term.

In connection with the process undertaken by the REDWG, many potential purchasers expressed reluctance for a variety of factors ranging from corporate policies to market conditions, particularly uncertainties related to the COVID-19 pandemic. The City and the Successor Agency believe that the current proposed purchase affords the best opportunity that is likely to present itself anytime soon.

The Buyer has advised the Successor Agency staff that it is prepared to purchase the Property pursuant to Agreement for a price of [\$to come] (the "Price") The Price is [consistent with][greater than] the value of the Property as determined by an appraisal prepared by CBRE Valuation & Advisory Services, dated as of September \_\_, 2020 (the "Appraisal").

## **ANALYSIS**

The Buyer is an experienced real estate developer with substantial experience in southern California, including development of land lying to the immediate east of the Property; the Buyer developed such adjacent land in conjunction with Lennar Homes, a well-regarded homebuilder. The homes developed by Lennar Homes on the adjacent property have enjoyed good acceptance in the marketplace. Although market conditions have been complicated by recent events (chiefly, the COVID-19 pandemic), the experience of the Buyer in the immediate area has supported the interest of the Buyer, including the willingness to close on an all-cash basis without contingencies other than approval of the sale of the Property and delivery of a title insurance policy showing that Buyer would obtain merchantable title.

The Buyer does not have entitlements for the development of the Property. Given the experience of the Buyer as a developer of various improved real estate products as being a long-term speculator in undeveloped land, Successor Agency staff anticipates that the Buyer will endeavor to obtain entitlements and seek to develop all or a portion of the Property as soon as reasonably practicable. It is reasonable to anticipate that the Property will ultimately be developed, and that such development will generate positive revenues to taxing agencies. Given the lack of entitlements and the COVID-19 situation, however, it is difficult to estimate when such development would occur.

Successor Agency staff has caused to be prepared the draft Agreement which would, upon approval by the governing board of the Successor Agency and the Countywide Oversight Board, implement a sale of the Property to the Buyer. The Agreement, in the form proposed, includes an allowance of time for a possible response to the proposed sale by DOF.

### **ENVIRONMENTAL**

This is a sale of real property and is exempt from CEQA. Environment issues raised through the development process will be addressed through that mechanism.

### **FINANCIAL IMPACT**

Approximately [\$to come] (the “Price”) , less certain costs of sale allocated to the Successor Agency as seller, with the net proceeds to be distributed per the dissolution requirements to the taxing agencies.

Upon sale of the Property to a private party (rather than remaining in the ownership of the Successor Agency, which is tax exempt as a public agency), the Property will generate real property taxes. At such point as the Property is developed, a higher level of property taxes will become available.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE SUCCESSOR AGENCY AND HIGHPOINTE GROVES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND AUTHORIZING THE SALE OF PROPERTY AND OTHER RELATED ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, prior to February 1, 2012, the Loma Linda Redevelopment Agency (“Former Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Loma Linda (“City”); and

**WHEREAS**, Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Act”); and

**WHEREAS**, as of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Loma Linda Redevelopment Agency (“Successor Agency”) and administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs; and

**WHEREAS**, pursuant to Health & Safety Code Section 34179, the Successor Agency previously established the Loma Linda Oversight Board to assist in the wind-down of the Former Agency through June 30, 2018, at which time it was dissolved by operation of law; and

**WHEREAS**, consistent with Health & Safety Code Section 34179(j), on July 1, 2018 the San Bernardino Countywide Oversight Board (the “CWOB”) was established to assist in winding-down the dissolved redevelopment agencies within the County of San Bernardino; and

**WHEREAS**, pursuant to Health & Safety Code Section 34191.5(b), upon the Successor Agency’s receipt of a “Finding of Completion” from the California Department of Finance (the “DOF”) pursuant to Health & Safety Code Section 34179.7, the Successor Agency was required to prepare, and did prepare, a long range property management plan for the Former Agency’s real property assets and submit the approved long range property management plan to the Oversight Board and the Department of Finance (the “DOF”) for approval, all within six months of the date of the Finding of Completion; and

**WHEREAS**, during August of 2015, pursuant to Health & Safety Code Section 34179.7, the Successor Agency received a Finding of Completion from the DOF; and

**WHEREAS**, on November 10, 2015, the Successor Agency approved a Long Range Property Management Plan (the “LRPMP”), which LRPMP was subsequently approved by the Oversight Board to the Successor Agency on November 24, 2015, by its Resolution No. 2015-06, and was subsequently submitted to DOF, and per letter dated December 22, 2015 from DOF, was approved by DOF; and

**WHEREAS**, the LRPMP addresses the disposition of thirteen (13) parcels of land grouped into seven (7) separate sites including that certain property designated within the LRPMP as “Site No. 6 – Special Planning Area D”, located at 26248 Mission Road and 26209 Redlands Boulevard (APNs 0292-471-06 and 0292-461-04 through -08) (herein, the “Real Property”);

**WHEREAS**, because six (6) of the seven (7) LRPMP designated sites were disposed of previously, the disposition of the Real Property will complete the Successor Agency’s implementation of its LRPMP; and

**WHEREAS**, as a result of a multi-step developer solicitation and selection process, Highpointe Communities, Inc., a California corporation (“HC”) was ultimately selected to negotiate with the Successor Agency for the purchase and sale of the Property; and

**WHEREAS**, subsequent to the selection of HC, HC formed Highpointe Groves, LLC, a California limited liability company (“Buyer”) as a single asset entity to acquire the Real Property pursuant to that certain draft instrument entitled “Purchase and Sale Agreement and Joint Escrow Instructions” in the form submitted herewith (the “Agreement”). The Agreement as submitted supersedes any prior discussions, understandings or agreements between the Successor Agency and the Buyer concerning the subject matter of the Agreement; and

**WHEREAS**, the offer as received by Buyer has been determined by an appraiser retained by the Successor Agency to represent the fair value of the Real Property; and

**WHEREAS**, staff has recommended approval of the Agreement, subject to which approval as well as formal approval by the CWOB, staff will proceed to implement the provisions of the Agreement, including without limitation with respect to taking such actions in connection with record title as are necessary and appropriate to accomplish the conveyance of the Real Property to Buyer pursuant to the Agreement; and

**WHEREAS**, the proposed sale of the Real Property to Buyer pursuant to the Agreement will complete the implementation of the LRPMP.

**NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY:**

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the Agreement substantially in the form submitted and authorizes and directs the Executive Director and his designees, upon approval by the governing board of the Successor Agency, to take such actions as are necessary or convenient to implement the Agreement. The Executive Director is authorized to approve modifications to the Agreement that do not materially change the provisions thereof upon consultation with legal counsel or based upon input from the Countywide Oversight Board. Changes to the Agreement which do not affect the net purchase price to be received by more than Ten Thousand Dollars (\$10,000.00) shall not be deemed material for this purpose. The Executive Director is authorized to extend times for performance under the Agreement.

Section 3. This Resolution shall be effective immediately upon adoption.

Section 4. The Secretary to the Successor Agency shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this \_\_\_\_ day of September 2020.

**SUCCESSOR AGENCY TO THE LOMA LINDA  
REDEVELOPMENT AGENCY**

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Chairman Phill Dupper

**ATTEST:**

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Secretary Barbara Nicholson

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        ) ss.  
CITY OF LOMA LINDA                    )

I, Barbara Nicholson, Secretary of the Successor Agency to the Loma Linda Redevelopment Agency, hereby certify that the foregoing resolution was duly adopted by the Successor Agency at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Secretary

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

SELLER: SUCCESSOR AGENCY TO THE LOMA LINDA  
REDEVELOPMENT AGENCY

BUYER: HIGHPOINTE GROVES LLC

DATED: September 22, 2020

## BASIC TERMS

Buyer: HIGHPOINTE GROVES LLC, a California limited liability company

Buyer's Address: 530 Technology, Suite 100  
Irvine, CA 92618  
Attention: Timothy D. England  
Tel. (949) 472-0800  
Email: tim.english@highpointeinc.com

City: The City of Loma Linda

Closing Date (or Closing) On or before December 2, 2020, subject to Section 3(c).

Effective Date: September 22, 2020

Escrow Holder: First American Title Insurance Company  
3281 E. Guasti Road, Suite 440  
Ontario, California 91761  
Attention: Kelly Simoneau  
Telephone No.: (909) 510-6206  
Fax No.: (877) 461-2088  
(or another escrow holder mutually acceptable to Buyer and Seller)

Grant Deed: A grant deed substantially in the form of Exhibit B hereto.

Independent Consideration: Independent Consideration is defined in Section 3(b).

Outside Date: April 29, 2021

Purchase Price: [to come: to be updated to conform to appraisal]

Real Property: That property described in Exhibit A hereto

Seller: Successor Agency to the Loma Linda Redevelopment Agency

Seller's Address: 25541 Barton Road  
Loma Linda, California 92354  
Attention: Konrad Bolowich  
Tel. (909) 625-9412  
Email: kbolowich@lomalinda-ca.gov

Contingency Date: November 19, 2020

Title Company:

First American Title Insurance Company

3281 E. Guasti Road, Suite 440

Ontario, California 91761

Attention: Roger Derilo

Telephone No.: (909) 510-5822

Fax No.: (909)

(or another title insurer mutually acceptable to Buyer and Seller)

**PURCHASE AND SALE AGREEMENT  
AND  
JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of September 22, 2020 (the “Effective Date”) by and between Seller and Buyer.

**RECITALS**

A. Seller is the fee owner of that real property which is legally described on Exhibit A attached hereto and made a part hereof (the “Real Property”). The Real Property is unimproved.

B. Buyer is familiar with the Real Property and has determined on a preliminary basis that the Real Property is suitable for use by Buyer.

C. Buyer has offered to purchase from Seller the Real Property described herein for the price and subject to the terms set forth below. Seller has considered the offer by Buyer and, subject to the terms and conditions of this Agreement, agrees to sell to Buyer the Real Property, as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

**1. Purchase and Sale.** Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement. The term Real Property is defined as the fee interest in the Real Property to be conveyed by a grant deed in the form of the Grant Deed, as well as all rights and benefits which are appurtenant thereto.

**2. Payment of Consideration.** As consideration for the sale of the Real Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), pay to Seller the Purchase Price for the Real Property. Upon payment of the Purchase Price to Seller, the disposition of such moneys by Seller is a matter with which Buyer is not concerned.

**3. Escrow and Independent Consideration.**

(a) Opening of Escrow. For the purposes of this Agreement, the escrow (“Escrow”) shall be deemed opened (“Opening of Escrow”) on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the

generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) Independent Consideration. Within three (3) days after the Effective Date, Buyer shall deliver directly to Seller outside of the Escrow the sum of Two Thousand and No/100 Dollars (\$2,000.00) as non-refundable independent consideration (the "Independent Consideration"). The Independent Consideration has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement under the circumstances provided for herein. Notwithstanding anything to the contrary contained in this Agreement, the Independent Consideration shall be non-refundable in all events, except for: (i) Seller's default hereunder, (ii) the failure of the Countywide Oversight Board to approve the sale of the Real Property as provided under this Agreement, and (iii) actions by the California Department of Finance ("DOF") which prevent the disposition of the Real Property to Buyer as provided under this Agreement. If the Closing occurs, Seller shall inform the Escrow Holder that the Independent Consideration has been received by Seller from Buyer and a credit shall be applied to the Purchase Price based upon payment of the Independent Consideration so received by Seller.

(c) Closing. For purposes of this Agreement, the "Closing" or "Closing Date" shall be the date the Grant Deed is recorded pursuant to applicable law in the county in which the Real Property is located. Subject to satisfaction (or written waiver) of the conditions precedent set forth in Sections 6 and 7 of this Agreement, and unless changed in writing by Buyer and Seller, the Closing shall occur on or before the Closing Date designated in the Basic Terms of this Agreement (i.e., December 2, 2020). However, if the conditions precedent set forth in Sections 6 and 7 have been satisfied (or waived in writing) prior to that Closing Date but the occurrence of the Closing cannot, as a practical matter, occur by that date based upon the fact that the Transactional Approvals (defined in Section 4(a)) have been obtained in close proximity to the Closing Date and additional time will reasonably be required to administer the Closing in accordance with this Agreement, then, at Buyer's written election in its sole and absolute discretion delivered on or prior to said Closing Date, either (i) the parties will proceed to a Closing as soon as is reasonably possible thereafter, but in no event later than the Outside Date, or (ii) this Agreement will terminate based upon a failure of condition without default by either party hereunder (Buyer's failure to make such written election will be deemed Buyer's election to terminate). Without limiting the foregoing, if the Closing has not, for any reason, occurred by the Closing Date (or the Outside Date if extended as set forth in the preceding sentence), then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the Closing Date (or Outside Date, if applicable); provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party. Notwithstanding the foregoing portion of this Section 3, if the Closing occurs prior to delivery of a termination notice by either party, then neither party shall have the right to terminate this Agreement pursuant to this Section 3(c).

**4. Seller's Delivery of Real Property and Formation Documents.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the "Property Documents"):

(a) Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company consistent with the terms of this Agreement, including without limitation evidence

that Seller has formally requested approval of the Countywide Oversight Board of the sale of the Real Property by Seller to Buyer pursuant to the terms of this Agreement as required by applicable law and caused this matter to be placed on the agenda for the October 15, 2020 meeting of the Countywide Oversight Board. Following submittal by the Countywide Oversight Board of the proposed sale to the DOF, Seller will promptly respond to such information requests, if any, as may be made by DOF, with the objective of accomplishing the sale of the Real Property expeditiously and in conformity with this Agreement. In addition to the approval by the Countywide Oversight Board, a closing condition for Buyer's benefit shall be the readiness of the Title Company to insure title to the Real Property consistent with this Agreement subject only to reasonable and customary conditions (but without exception for matters pertaining to the Countywide Oversight Board or DOF), and without regard to whether DOF has expressly approved the sale of the Real Property. The approval by the Countywide Oversight Board, the readiness of the Title Company to insure title as described above, as well as procurement from DOF of any other approvals, waivers or acknowledges required by the Title Company in order to insure Buyer's title to the Real Property in the manner described above, together constitute the "Transactional Approvals". Seller will keep Buyer informed as to its actual knowledge concerning the status of the approval process and will, upon receipt thereof, promptly notify Buyer upon receipt of any Transactional Approvals and any written expressions by DOF concerning such subject matter and provide Buyer with copies thereof. Upon request therefor by Buyer, Seller will additionally provide such writings to the Title Company.

(b) Copies of all plans, consulting reports, permits, surveys and inspections for improvements done by the City with respect to the Real Property that constitute public records; provided that any such information as so provided shall be provided without warranty and without any representations (including without limitation regarding accuracy, completeness or suitability).

In addition, Seller shall cause Escrow Holder to obtain and deliver to Buyer a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") not later than fifteen (15) days after the Effective Date.

**5. Buyer's Right of Entry.** From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Closing Date, or as otherwise agreed in writing by Seller prior to the time entry is effected, Buyer and Buyer's employees, agents, consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller and further provided that Buyer first delivers to Seller certificates of insurance with coverages, amounts, and endorsements for the benefit of Seller and which conform to coverages, amounts, and endorsements typically required by the City.

(a) Investigation of the Real Property. In addition to the foregoing, Buyer shall have the right, at its sole cost and expense, prior to the Closing, to engage its own environmental and other consultants (the "Consultants") to make such investigations as Buyer deems necessary or appropriate, including any "Phase 1" or "Phase 2" investigations of the Real Property. If, based upon such evaluation, inspections, tests or investigation, Buyer determines that it, in its sole and absolute discretion, does not wish to proceed with purchase of the Real Property based upon the condition of the Real Property or any other matters pertaining to the Real Property, Buyer may cancel this Agreement without default by giving written notice of termination to Seller on or before the Closing Date. If Buyer does not deliver written approval of its evaluation, inspections and tests by such date, Buyer will be deemed to have disapproved of such investigations and to have elected to terminate and cancel this Agreement. Upon Seller's request, Seller shall be provided a copy of all final third party reports and test results provided by Buyer's Consultants pertaining to the physical

condition of the Real Property promptly without any representation or warranty as to their accuracy or completeness.

Buyer shall bear all costs, if any, associated with restoring the Real Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during its investigation of the Real Property and excluding any other conditions not caused by Buyer. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Real Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys' fees or mechanic's liens arising out of or resulting from any entry or activities on the Real Property during the term of the Escrow by Buyer, Buyer's agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Section include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its consultants. The indemnity obligations of Buyer set forth in this Section 5(a) shall survive any termination of this Agreement or the Close of Escrow.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 et seq.

(b) No Warranties as To the Real Property. The physical condition and possession of the Real Property, is and shall be delivered from Seller to Buyer in an "as is" condition, with no warranty expressed or implied by Seller, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Real Property for development purposes. In addition, Seller makes no representations, warranties or assurances concerning the Real Property, its suitability for any particular use or with regard to the approval process for entitlements as to the Real Property.

(c) Seller Covenants During Escrow. During the Escrow Seller shall not, without the prior written approval of Buyer: (i) grant, execute, record or permit any further or additional

liens, easements or other encumbrances of any kind against the Real Property, and (ii) grant any leasehold or occupancy rights with respect to the Real Property.

## **6. Buyer's Conditions Precedent and Termination Right.**

(a) Conditions Precedent. The Closing and Buyer's obligation to consummate the purchase of the Real Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Buyer's Contingencies"), which are for Buyer's benefit only.

(i) *Title Review*. Within ten (10) calendar days after the Opening of Escrow, but in no event later than the thirtieth (30th) day after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the "Report") describing the title to the Real Property, together with copies of the plotted easements and the exceptions (the "Exceptions") set forth in the Report; provided that the cost of the Report shall be borne by Seller. Seller acknowledges that the Buyer's Title Policy shall include an endorsement against the effect of any mechanics' liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Contingency Date, Buyer shall have approved in writing, in Buyer's sole discretion, any matters of title disclosed by the following (collectively, the "Title Documents"): (i) the Report; (ii) the Exceptions; (iii) the legal description of the Real Property; and (iv) any survey Buyer desires to obtain at Buyer's sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages, delinquent taxes and other monetary liens (but not the lien for any real property taxes or assessments not yet delinquent).

(ii) *Buyer's Title Policy*. On or before the Closing, the Title Company shall, upon payment (by Buyer) of the Title Company's premium, have agreed to issue to Buyer, a standard ALTA owner's policy of title insurance ("Buyer's Title Policy") in the amount of the Purchase Price showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy (specifically excluding exceptions for matters pertaining to the Countywide Oversight Board or DOF and/or any approvals therefrom as required by the Title Company as a condition to issue the Buyer's Title Policy or which would apply any limitations on coverage associated with the circumstance that the Real Property was owned by a successor agency); (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a standard ALTA policy (such as an owner's extended coverage ALTA policy); provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage, provided that issuance of a CLTA 101.4 mechanics' lien endorsement and an ALTA 26-06 subdivision map act endorsement shall be requirements of Buyer's Title Policy and conditions precedent to Buyer's obligation to proceed with the Closing.

In the event Buyer enters into a loan agreement to generate moneys to purchase the Real Property from Seller under this Agreement, Buyer and not Seller shall be

responsible for the title insurance, closing costs and any other costs, fees or expenses in relation to Buyer obtaining such loaned moneys. The sale shall be all cash to Seller.

(iii) *Physical and Legal Inspections and Studies.* On or before the Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the results of any physical and legal inspections, investigations, tests and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain.

(iv) *Natural Hazard Report.* Seller shall cause the Escrow Holder to provide to Buyer the Natural Hazard Report as and when described at Section 4 of this Agreement; provided that Buyer shall bear the cost to prepare such Natural Hazard Report.

(v) *Property and Formation Documents.* On or before the Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the terms, conditions and status of all of the Property Documents.

(vi) *Delivery of Documents.* Seller's delivery of all documents described in Section 8, below.

(vii) *Representations and Warranties.* All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.

(viii) *Title Company Confirmation.* The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.

(ix) *Transactional Approvals.* Seller shall have obtained the Transactional Approvals and delivered same to Buyer and the Title Company.

(x) *No Change in Condition.* The Real Property shall be substantially in the same condition as it existed as of the Contingency Date, matters caused by Buyer excluded.

(xi) *No Default.* As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) Termination Right. If one or more Buyer Contingencies have not been satisfied or waived in writing by Buyer by the scheduled Closing, Buyer may in its sole and absolute discretion, by written notice to Seller, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees. If Buyer has not terminated this Agreement in writing ("Termination Notice") on or before 5:00 p.m. on the business day preceding the scheduled Closing ("Termination Notice Deadline"), then all such Buyer's Contingencies shall be deemed to have been satisfied and

this Agreement shall continue pursuant to its terms (provided this shall not constitute a waiver of a Seller default).

(c) Seller's Cure Right for Title Matters. If Buyer notifies Seller on or prior to the Contingency Date of Buyer's disapproval or conditional approval of any Title Documents, Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

**7. Seller's Conditions Precedent and Termination Right.** The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingencies"), which are for Seller's benefit only:

(a) Completion of Title Review. Seller shall have received written confirmation from Buyer on or before the Contingency Date that Buyer has completed its review of title and that the condition of title satisfactory.

(b) Confirmation Concerning Site. Seller shall have received written confirmation from Buyer on or before the Contingency Date that Buyer has reviewed the condition of the Real Property, including without limitation concerning Hazardous Materials, zoning and suitability, and approves the condition of the Real Property.

(c) Confirmation Regarding Buyer's Title Policy. Seller shall have received written confirmation from Buyer on or before the Contingency Date that Buyer has approved the condition of title as set forth in Section 6(a)(i).

(d) Transactional Approvals. Seller shall have obtained the Transactional Approvals.

(e) Delivery of Documents. Buyer's delivery of all documents described in Section 9(a), below.

Should any of Buyer's Contingencies not be met by the scheduled Closing and Buyer has so informed Seller, Seller may, by written notice to Buyer, terminate this Agreement. If this

Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

**8. Seller's Deliveries to Escrow Holder.**

(a) Seller's Delivered Documents. At least one (1) business day prior to the scheduled Closing, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(i) *Deed*. The Grant Deed.

(ii) *FIRPTA/Tax Exemption Forms*. The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iii) *Hazard Disclosure Report*. Unless earlier delivered to Buyer, Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") before the Closing.

(iv) *Possession of Real Property*. Possession of the Real Property shall be delivered by Seller to Buyer at the Closing free of any tenancies or occupancy.

(v) *Authority*. Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer, Escrow Holder and the Title Company which are consistent with the terms of this Agreement.

(vi) *Further Documents or Items*. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company and/or Escrow Holder.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement (such termination shall not constitute a waiver of Buyer's remedies against Seller for a default hereunder) or Buyer may pursue the remedy of specific performance; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

**9. Buyer's Deliveries to Escrow.** At least one (1) business day prior to the scheduled Closing, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Purchase Price. The Purchase Price, less the Independent Consideration theretofore paid to Seller, and such additional funds as are necessary to pay Buyer's closing costs set forth in Section 10(b) herein. In the event Seller does not qualify for an exemption from California

withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(d) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller, Escrow Holder or the Title Company.

(e) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company and/or Escrow Holder.

#### **10. Costs and Expenses.**

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances; (ii) Seller's share of prorations; and (iii) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) the Escrow Holder's fee; (ii) Buyer's share of prorations, (iii) the premium for an owner's policy of title insurance which, at the election of Buyer, will be an ALTA owner's extended coverage policy of title insurance and the cost for any survey required in connection with the delivery of an ALTA owner's extended coverage policy of title insurance; (iv) documentary recording fees, if any; (v) documentary transfer tax, if any; (vi) costs, if any, for such services as Buyer may additionally request that Escrow perform on its behalf; and (vii) any costs associated with Buyer borrowing money in order to pay to Seller the Purchase Price (collectively, "Buyer's Costs and Debited Amounts").

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Buyer represents to Seller that Buyer and not Seller shall be solely responsible for payment in connection with services of any consultants, finders or real estate brokers engaged by Buyer in connection with the purchase of the Real Property from the Seller. Seller represents to Buyer that Seller will be responsible for paying for the services of any consultants, finders or real estate brokers engaged by Seller from proceeds of sale in connection with the sale of the Real Property to the Buyer.

**11. Prorations; Withholding.**

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

**12. Closing Procedure.** When the Title Company is unconditionally prepared (subject to payment of the premium therefor) to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) Recording. Escrow Holder shall cause the Grant Deed to be recorded pursuant to applicable law in the county in which the Real Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) Disburse Funds. Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts and General Expenses, prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (as provided herein) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions). Escrow Holder shall disburse to City from moneys disbursed to Escrow Holder by Buyer the Building Permit Amount concurrent with Closing to be paid to an account designated by City or Seller in writing to Escrow Holder Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Purchase Price (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances (but not for the Building Permit Amount or any other obligations of Buyer).

(c) Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of San Bernardino, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

(d) Documents to Buyer. Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Grant Deed as duly recorded among the official land records of the County of San Bernardino, the Natural Hazard Report, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) Title Company. Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) Closing Statement. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.

(g) Informational Reports. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) Possession. Possession of the Real Property shall be delivered to Buyer at the Closing.

### **13. Representations and Warranties.**

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing; provided that each of the representations and warranties of Seller is based upon the information and belief of the City Manager of City:

(i) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein subject to the Transactional Approvals.

(ii) Subject to the Transactional Approvals, all requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transaction contemplated herein (including, without limitation, approval of the City's City Council).

(iii) Subject to the Transactional Approvals, the individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation

of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best of Seller's knowledge, threatened litigation, which does or will adversely affect the right of Seller to convey the Real Property. There are no claims which have been received by Seller that have not been disclosed to Buyer. There are no pending or threatened condemnation proceedings or actions affecting the Real Property.

(vi) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein.

(vii) There are no leases or rental agreements in effect as to the Real Property.

(viii) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

(ix) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.

(x) There are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xi) There are not as of the Effective Date, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xii) To Seller's knowledge, there are no outstanding violations of applicable laws, rules or regulations affecting the Real Property, and there are no Hazardous Materials situated on or about the Real Property in violation of applicable law.

(xiii) No person, excepting Seller, has possession or any rights to possession of the Real Property or portion thereof.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or

untrue in any respect as of that date (collectively, the “Seller Representation Matter”), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller’s representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement after learning of such matter and Buyer proceeds with the Closing, Seller’s representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Real Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller’s obligations hereunder), and all of which shall survive Closing:

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer’s properties are bound.

(d) Subsequent Changes to Buyer’s Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect as of that date (collectively, the “Buyer’s Representation Matter”), then the party who has learned, discovered or become aware of such Buyer’s Representation Matter shall promptly give written notice thereof to the other party and Buyer’s representations and warranties shall be automatically limited to account for the Buyer’s Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this

Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

**14. Fair Value Price.** Each of Buyer and Seller agree and acknowledge that the Purchase Price represents a fair value price for the Real Property. If and at such time as Buyer makes improvements to the Real Property, the costs for planning, designing, and constructing such improvements shall be borne exclusively by the Buyer and the Buyer shall construct or cause to be constructed such improvements in compliance with all the zoning, planning and design review requirements of the Loma Linda Municipal Code, and all nondiscrimination, labor standard, and wage rate requirements to the extent such labor and wage requirements are applicable.

Buyer, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., if applicable, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law"), if applicable, and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of improvements to the Real Property, but only if and to the extent such sections are applicable to the development of the Real Property. Insofar as the parties are in agreement that Buyer is paying a fair market price for the Real Property, the parties understand that the payment of prevailing wages will not be required. In any event, Buyer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, neither Seller nor City makes any final representation as to the applicability or non-applicability of the Prevailing Wage Laws to improvements to the Real Property, or any part thereof. Buyer hereby releases Seller and City, and their respective officers, employees, agents and representatives, from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Buyer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Real Property. This Section 14 shall survive Closing.

**15. General Provisions.**

(a) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Terms section above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received) or by email (provided that such notice is also delivered by one of the other approved means). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(c) Brokers. Seller assumes sole responsibility for any consultants or brokers (“Seller’s Agents”) it may have retained in connection with the sale of the Real Property (and Buyer shall have no responsibility in connection with such matters). Seller represents to Buyer that Seller has engaged no consultants, finders or real estate brokers payable from proceeds of sale in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder’s fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Seller agrees to and does hereby indemnify and hold the Buyer free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller in connection with this Agreement. Buyer assumes sole responsibility for any consultants or brokers (“Buyer’s Agents”) it may have retained in connection with the purchase of the Real Property (and Seller shall have no responsibility in connection with such matters). Buyer represents to Seller that Buyer has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder’s fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Buyer agrees to and does hereby indemnify and hold the Seller free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(d) General Assignment. The parties to this Agreement intend that, by this Agreement, the conveyance of the Real Property shall be deemed to effect a general assignment to Buyer effective as of the Closing all of Seller’s right, title and interest, if any, in and to all development rights, entitlement rights, claims, causes of action, defenses, rights, benefits, warranties, guarantees and assurances related to and/or benefiting the Real Property; such general assignment shall not constitute any approval or commitment for the approval of entitlements by the City, such approvals being subject to the governmental authority of the City. The Successor Agency will, after Closing and upon receipt of a request therefor, provide a writing which further formalizes the provisions of this subsection (d) of Section 15, which obligation shall survive the Closing.

(e) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller’s and Buyer’s performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified herein, all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party’s breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement. Notwithstanding the foregoing or anything elsewhere in this Agreement to the contrary, (i) no party shall be deemed to

be in default of this Agreement and no party shall terminate this Agreement based upon the non-performance of the other party unless the party asserting a default or seeking termination provides written notice of such purported default or termination to the other party and allows the other party not less than three (3) business days to cure the circumstance which is the basis for such termination of default (nothing herein shall limit Buyer's right to disapprove of the Real Property and terminate this Agreement on or prior to the Contingency Date without further notice to Seller), and (ii) if Buyer does not proceed with the Closing in default of its obligations under this Agreement, Seller may not pursue or recover damages or other monetary recovery or consideration of any kind against Buyer as a result thereof (other than retaining the Independent Consideration), but Seller will have the right to terminate this Agreement. No damages may be recovered by either party against the other.

(f) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(g) Remedies. Without limitation as to the availability of other remedies, but subject to the limitations in Section 15(e), this Agreement may be enforced by an action for specific enforcement.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) Obligations to Third Parties. City shall be deemed to be a third party beneficiary of this Agreement. Excepting only for City, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(r) Assignment. Buyer may not assign its rights under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. The Executive Director of Seller shall have authority to approve assignments under this subsection (r); provided, however, that Buyer may assign its rights under this Agreement to any limited liability company in which Buyer or any one or more of its members or their respective principals owns, either directly or indirectly, an equity interest in such entity and one or more of such parties is responsible for the day-to-day management of such entity (“Permitted Assignee”) without the prior written consent of Seller so long as the Permitted Assignee agrees in writing enforceable by Seller that Permitted Assignee will be deemed Buyer under this Agreement (including without limitation the attachments hereto) for all purposes and will succeed to all rights and obligations of Buyer remaining as of the date Seller receives written notice of such assignment together with evidence demonstrating agreement of the Permitted Assignee to be bound to Seller hereunder with respect to such obligations. In the event of an assignment to a Permitted Assignee which complies with the foregoing portion of this paragraph (r) of Section 15, upon notification of Seller to such effect, Highpointe Groves LLC shall have no further personal liability to Seller and its agents, representative or assigns as Buyer hereunder.

[signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“SELLER”

SUCCESSOR AGENCY TO THE LOMA LINDA  
REDEVELOPMENT AGENCY, a public entity,  
corporate and politic

By: \_\_\_\_\_

T. Jarb Thaipejr  
Executive Director

“BUYER”

HIGHPOINTE GROVES LLC, a California limited  
liability company

By: \_\_\_\_\_

Name:  
Its:

Acceptance by Escrow Holder:

First American Title Insurance Company hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the Successor Agency to the Loma Linda Redevelopment Agency, a public entity, corporate and politic ("Seller"), and Highpointe Groves LLC, a California limited liability company ("Buyer") and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: \_\_\_\_\_, 2020

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 12084, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 201 OF MAPS, PAGES 75 AND 76, RECORDS OF SAID COUNTY; AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1988, AS INSTRUMENT NO. 88-093695, OFFICIAL RECORDS.

For conveyancing purposes only: APN(S) 0292-461-04-0-000 THROUGH 0292-461-08-0-000 AND 0292-471-06-0-000

**EXHIBIT B**

**DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

[to come]

Attention:

---

APN(S) 0292-461-04-0-000 THROUGH 0292-461-08-0-000 AND 0292-471-06-0-000

[Space above for recorder.]

DOCUMENTARY TRANSFER TAX

\$ \_\_\_\_\_

\_\_\_\_\_ computed on the consideration or value  
of property conveyed; OR

\_\_\_\_\_ computed on the consideration or value  
less liens or encumbrances remaining at time of  
sale.

---

Signature of Declarant or Agent determining  
tax - Firm Name

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the  
Successor Agency to the Loma Linda Redevelopment Agency, a public entity, corporate and politic  
("Grantor"), hereby grants to [to come] that certain real property located in the County of San  
Bernardino, State of California, more particularly described on Attachment No. 1 attached hereto and  
incorporated herein by this reference (the "Property"), subject to existing easements, restrictions and  
covenants of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 202\_\_.

SUCCESSOR AGENCY TO THE LOMA LINDA  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Name: T. Jarb Thaipejr

Its: Executive Director

ATTACHMENT NO. 1 TO GRANT DEED  
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 12084, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 201 OF MAPS, PAGES 75 AND 76, RECORDS OF SAID COUNTY; AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 30, 1988, AS INSTRUMENT NO. 88-093695, OFFICIAL RECORDS.

For conveyancing purposes only: APN(S) 0292-461-04-0-000 THROUGH 0292-461-08-0-000 AND 0292-471-06-0-000

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

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
 (Print Name of 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.

\_\_\_\_\_  
 Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

\_\_\_\_\_  
 Title Or Type Of Document

- Partner(s)       Limited       General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
 Number Of Pages

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 Date Of Documents

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signer(s) Other Than Named Above

EXHIBIT C

FIRPTA CERTIFICATE

TRANSFEROR'S CERTIFICATE OF NON-FOREIGN STATUS

To inform [to come] ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property to the Transferee by the Successor Agency to the Loma Linda Redevelopment Agency (the, "Transferor"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's social security number or U.S. employer identification number is as follows: \_\_\_\_\_.

3. The Transferor's home or office address is:

\_\_\_\_\_  
\_\_\_\_\_

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

\_\_\_\_\_  
Successor Agency to the Loma Linda Redevelopment  
Agency



# City of Loma Linda Official Report

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Rhodes Rigsby, Mayor  
John Lenart, Mayor pro tempore  
Ovidiu Popescu, Councilman  
Phillip Dupper, Councilman  
Ronald Dailey, Councilman

SUCCESSOR AGENCY AGENDA: September 22, 2020  
TO: City Council  
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
--

## **RECOMMENDATION**

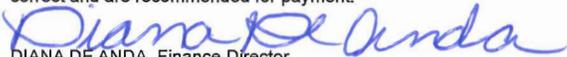
It is recommended that the City Council approve the attached list of demands for payment.

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
1381	9/22/2020	002160 CST ORGANIC RECYCLING	082920CLL	P-0000016899	TREE GRINDING CITRUS GROVES AT /	145,000.00	
Total :						145,000.00	
1382	9/22/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	367393-0000		PROFESSIONAL/LEGAL SERVICES	9,525.67	
Total :						9,525.67	
2 Vouchers for bank code :		bofasa				Bank total :	154,525.67
2 Vouchers in this report					Total vouchers :	154,525.67	

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 1381 through 1382 for a total disbursement of \$ 154,525.67, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

  
DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 09-22-2020 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor



# City of Loma Linda Official Report

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Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

SUCCESSOR AGENCY AGENDA: September 22, 2020  
TO: City Council  
SUBJECT: Minutes of September 8, 2020

Approved/Continued/Denied By Successor Agency Date _____
--

## RECOMMENDATION

It is recommended that the City Council approve the minutes of September 8, 2020.

City of Loma Linda  
City Council as Successor Agency  
To the Loma Linda Redevelopment Agency  
Minutes  
Regular Meeting of September 8, 2020

A regular meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Dupper at 8:26 p.m., Tuesday, September 8, 2020.

This meeting was conducted via webinar/teleconference. Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting was conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there was no in-person meeting location at which the public may appear.

Councilmen Present: Mayor Phill Dupper, present in Council Chambers  
Mayor pro tempore Ron Dailey, present in Council Chambers  
Rhodes Rigsby, present in Council Chambers  
John Lenart, present in Council Chambers  
Bhavin Jindal, present in Council Chambers

Councilmen Absent: None

Others Present: City Manager T. Jarb Thaipejr, present in Council Chambers  
City Attorney Richard Holdaway, present in Council Chambers

No public comments were offered upon invitation of Mayor Dupper.

**SA-2020-11- Consent Calendar**

**Motion by Rigsby, seconded by Jindal to approve the Consent Calendar; the City Clerk called the role and the motion passed unanimously.**

The Demands Register dated August 25, 2020 with commercial demands totaling \$9,609.23.

The Minutes of August 11, 2020 as corrected.

The meeting adjourned at 8:27 p.m.

Approved at the meeting of

---

City Clerk