

Purchase and Sale Agreement - Cardinal Family Trust - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously determined that the acquisition of the Cardinal property was exempt from review under the California Environmental Quality Act pursuant to the State CEQA Guidelines Section 15061(b)(3) and approved the acquisition of the Cardinal property north of San Timoteo Canyon Road and west of Alessandro Road for the purpose of developing contiguous open space in conjunction with the San Timoteo Creek Habitat Enhancement Project (which included approval of the purchase and sale agreement and escrow instructions dated December 4, 2007, and authorization for the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City).

Ordinance No. 2682 - Water and Wastewater Development Impact Fees - Ordinance No. 2682, an ordinance of the City of Redlands amending Chapters 3.44, 3.48, 13.12 and 13.44 of the Redlands Municipal Code to increase water and wastewater development impact fees, was unanimously adopted on motion of Councilmember Gilbreath, seconded by Councilmember Gallagher.

Ordinance No. 2685 - Parking Fines - Ordinance No. 2685 an ordinance of the City of Redlands amending Chapter 10.12 of the Redlands Municipal Code relating to parking violations, was unanimously adopted on motion of Councilmember Gilbreath, seconded by Councilmember Gallagher.

Local Emergency Report - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council acknowledged receipt of the report regarding the status of the declared local emergency at the Civic Center due to the flood, mold and asbestos remediation and efforts to return to normal City operations.

COMMUNICATIONS

Meeting Attendance - In accordance with Government Code Sections 53232.2 and 53232.3, there were no reports forthcoming from Councilmembers.

U. S. Conference of Mayors' Climate Protection Summit - Mayor Harrison reported on his attendance at the U. S. Conference of Mayors' Climate Protection Summit on November 1-2, 2007, in Seattle Washington and provided a sustainability track report for Councilmembers and staff.

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is made and entered into by and between the City of Redlands, a municipal corporation ("Buyer") and the Cardinal Family Trust ("Seller") this 4th day of December, 2007 ("Effective Date"). Buyer and Seller are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

ARTICLE I PURCHASE AND SALE

Section 1.1 Purchase and Sale. Seller is the owner of certain real property located in the City of Redlands and more particularly described as County of San Bernardino Assessor's Parcel Nos. 0175-122-06, 0175-131-14, 0175-231-01, 0175-241-01, 0175-251-09 and 0294-091-33 (the "Property"). On all of the terms, covenants and conditions contained in this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.

Section 1.2 Purchase Price. The purchase price for the Property ("Purchase Price") is Seven Hundred Ninety Thousand Dollars (\$790,000).

Section 1.3 Payment of the Purchase Price. Buyer shall pay the Purchase Price to Seller in cash upon "Close of Escrow" as defined herein.

ARTICLE II ESCROW

Section 2.1 Escrow, Escrow Holder, and Opening of Escrow. Within ten (10) days of the Effective Date of this Agreement, Buyer shall open an escrow to facilitate the transaction contemplated by this Agreement ("Escrow") with Redlands Escrow ("Escrow Holder") at the address specified in Section 8.6. Delivery by Buyer to Escrow of a fully-executed original or counterpart original of this Agreement shall constitute the opening of Escrow ("Opening of Escrow"). This Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder. The Parties shall execute such additional Escrow Instructions consistent with the provisions of this Agreement that are mutually acceptable to the Parties or that may be required by Escrow Holder.