

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2010, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City", and Weka, Inc. of the City of Redlands, County of San Bernardino, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK:** The Contractor will furnish all materials and will perform all of the work for the following:

Construction of the Redlands Municipal Airport Apron Rehabilitation, complete, as required by the Contract Documents and Specifications for the **REDLANDS MUNICIPAL AIRPORT APRON REHABILITATION, Project No. 64081.**

2. **THE CONTRACT SUM:** \$ 298,984.00 in accordance with the terms and conditions set forth in the Contract Documents.

A. Pursuant to Section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings requirement to be withheld by City pursuant to an Escrow Agreement as set forth in the Public Contract Code, Section 22300.

3. **TIME FOR COMPLETION:** The work under this Contract is to be completed within twenty one (21) calendar days from and after the date of the Notice to Proceed.
4. **LIQUIDATED DAMAGES:** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$1000** for each consecutive calendar day in excess of the specified time for completion of the work.

Execution of the Contract shall constitute agreement by the City and Contractor that **\$1000** per day is the minimum and actual damage caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

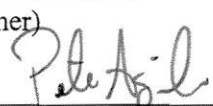
5. **CONTRACT DOCUMENTS:** The complete contract documents, under the Agreement, includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Conditions, Special Provisions and Specifications and any addenda thereto.
6. **CONTRACT PROVISIONS:** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - b) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - c) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
 - d) Compliance with the Copeland "AntiKickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
 - e) Compliance with the DavisBacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
 - f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
 - g) Notice of awarding agency requirements and regulations pertaining to reporting.
 - h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

- j) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - k) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
 - l) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
 - m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. **ATTORNEYS' FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of the contract documents, the prevailing party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees.
 8. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by the Contractor, in the amount of \$375,000 or less, shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code, Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.
 9. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and any subcontractors agree to abide by California Public Contract Code, Section 6109, and California Labor Code, Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.
 10. **ASSIGNMENT OF AGREEMENT:** No assignment by a party hereto of any rights or interests under this agreement will be binding on another party without the written consent of the party sought to be bound.
 11. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
 12. **SEVERABILITY:** Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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

(SEAL)

City of Redlands
(Owner)

By: 

Mayor, City of Redlands, County of
San Bernardino, California

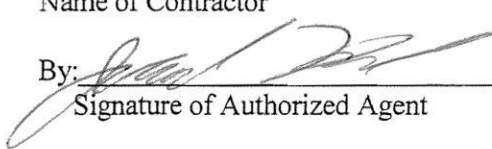
ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

(SEAL)

Weka, Inc.
Name of Contractor

By: 

Signature of Authorized Agent

Jared Himle, President
Title

Signature of Authorized Agent (if necessary)

Title

670100
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
**REDLANDS MUNICIPAL AIRPORT
APRON REHABILITATION**
Project No. 64081

Labor Code, Section 3700, provides, in part that:

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

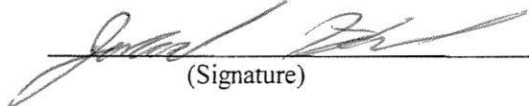
- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer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

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. (Labor Code section 1861)

Dated this 16th day of September, 2010.

Weka, Inc.

(Contractor)


(Signature)

Jared Himle, President

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

Bond issued in two (2) counterparts
Bond No. 0521568

Premium: \$4,305.00

Premium is for contract term
and is subject to adjustment
based on final contract price.

PERFORMANCE BOND

Whereas, the City Council of the City of Redlands, State of California, and Weka, Inc.
(hereinafter designated as "Principal") have entered into
an agreement whereby Principal agrees to install and complete certain designated airport improvements,
which said agreement, dated September 7, 2010, and identified as **Construction of the
REDLANDS MUNICIPAL AIRPORT APRON REHABILITATION**, Project No. 64081 is
hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful
performance of said project.

Now, therefore, said Principal and International Fidelity Insurance Company, as surety, are held
firmly bound unto the City of Redlands (hereinafter call "City"), in the penal sum of Two Hundred Ninety
Eight Thousand Nine Hundred Eighty Four & no/100 Dollars (\$298,984.00) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or hers heirs, executors,
administrator, successors or assigns, shall in all things stand to and abide by, and well and truly keep and
perform the covenants, conditions and provisions in the said agreement and any alteration thereof made
as therein provided, or his or their part, to be kept and performed at the time and in the manner therein
specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and
save harmless the City, its elected officials, officers, agents and employees, as therein stipulated, then
this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefore, there shall
be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the
City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment
rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the
terms of the agreement or to the work to be performed thereunder or the specifications accompanying the
same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the agreement or to the work or to the
specifications.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on
September 15 2010.

(SEAL)

(SEAL)

Weka, Inc.

(Contractor)

(Signature)

International Fidelity Insurance Company

(Surety)

BY:

(Signature) Shannon M. Lopez

Address: 233 Wilshire Blvd., Suite 820

Santa Monica, CA 90401

Telephone (877) 395-7887

(Seal and Notarial Acknowledgment of
Surety)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

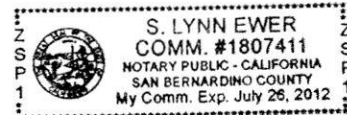
On September 15, 2010 before me S. Lynn Ewer, Notary Public, personally appeared
Shannon M. Lopez

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person 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 [Signature] (Seal)



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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Title(s)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

International Fidelity Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond
Title or Type of Document

1
Number of Pages

September 15, 2010
Date of Document

Weka, Inc.
Signer(s) other than Named Above

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

SHANNON M. LOPEZ, MARTIN M. DAVIS, GALE DELO, KENZIE K. THOMPSON, GEORGE A. DECRISTO,
PETER M. DAVIS

Redlands, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

A handwritten signature in black ink, appearing to be "Shannon M. Lopez".

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A handwritten signature in black ink, appearing to be "Jose A. Marquez, Jr.".

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of September, 2010

A handwritten signature in black ink, appearing to be "Maria H. Branco".

Assistant Secretary

Bond issued in two (2) counterparts
Bond No. 0521568

Premium: Included

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Weka, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated airport improvements, which said agreement, dated September 7 2010, and identified as **REDLANDS MUNICIPAL AIRPORT APRON REHABILITATION, Project No. 64081** is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Redlands to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

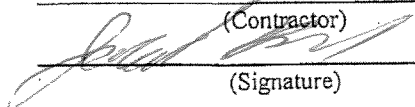
Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Redlands and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred Ninety Eight *(1) Dollars (\$298,984.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Redlands in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

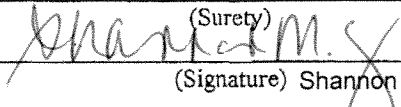
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on September 15 2010.

(SEAL)
Weka, Inc.
(Contractor)

(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)
International Fidelity Insurance Company
(Surety)
BY: 
(Signature) Shannon M. Lopez
Address: 233 Wilshire Blvd, Suite 820
Santa Monica, CA 90401
Telephone (877) 395-7887

CD 7

*(1) Thousand Nine Hundred Eighty Four and no/100

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On September 15, 2010 before me S. Lynn Ewer, Notary Public, personally appeared
Shannon M. Lopez

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person 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 [Signature] (Seal)



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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Title(s)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

International Fidelity Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Labor and Material Bond
Title or Type of Document

1
Number of Pages

September 15, 2010
Date of Document

Weka, Inc.
Signer(s) other than Named Above

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

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SHANNON M. LOPEZ, MARTIN M. DAVIS, GALE DELO, KENZIE K. THOMPSON, GEORGE A. DECRISTO, PETER M. DAVIS

Redlands, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

A handwritten signature in black ink, appearing to be "Shannon M. Lopez".

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A handwritten signature in black ink, appearing to be "Jose A. Marquez, Jr.".

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of September, 2010

A handwritten signature in black ink, appearing to be "Maria H. Blanco".

Assistant Secretary

associated with the November 2, 2010 General Municipal Election Ballot Measure "A".

Resolution No. 6989 - Street Improvement - On motion of Councilmember Aguilar, seconded by Councilmember Harrison, the City Council approved Resolution No. 6989 adopting the Five-Year Measure "I" Local Street Improvement Plan. Mayor Pro Tem Bean and Councilmember Gallagher recused themselves from voting on the resolution due to the location of their respective residences.

Airport Apron Contract - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously determined that approval of the agreement and construction of the Redlands Municipal Airport Apron Rehabilitation Project is categorically exempt from further environmental review in accordance with the California Environmental Quality Act and approved the award of a contract for the work to WEKA, Inc.

Downtown Parking Structure - On motion of Mayor Pro Tem Bean, seconded by Mayor Gilbreath, the City Council unanimously agreed to direct staff to develop plans, specifications, environmental documents, and potential funding sources for the implementation of a parking structure to support the City of Redlands Downtown Business District and the future Light Rail Downtown Station.

Floodwater and Eco-Restoration Management - On motion of Councilmember Aguilar, seconded by Councilmember Harrison, the City Council voted to direct staff to pursue the use of U.S. Army Corps of Engineering, Santa Ana River Lake and Streams Improvement Project, returning to the Council for approval before entering into a co-sponsor agreement to fund the Mission Creek Zanja Floodwater and Eco-Restoration Management Program. Mayor Gilbreath voted No on the motion citing the funding requirements to proceed to the next level of effort involved in the Program. As a public comment, Bill Cunningham provided advice on how to proceed in dealing with the Corps of Engineering.

Ordinance No. 2738 - Wireless Facilities Moratorium - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously approved the introduction of Ordinance No. 2738, an interim urgency ordinance of the City of Redlands establishing a temporary moratorium on the approval of specified permits for the installation of commercial wireless telecommunications facilities.

Resolution No. 6987 - Tree Palette - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously approved Resolution No. 6987 adopting an advisory parking lot tree palette for non-residential development for the City of Redlands.

PUBLIC COMMENTS:

Planning Process - Steve Rogers expressed criticism of the way the City of Redlands does strategic planning, citing stalled programs and the lack of transit oriented development plans.

Bond Refinancing - Bill Cunningham suggested the use of competition to arrive at the best rate for refinancing city bonds.

CLOSED SESSION:

The City Council meeting recessed at 5:28 P.M. to a closed session to discuss the following:

1. Conference with labor negotiator - Government Code §54957.6
Agency Negotiator: City Council Sub-Committee