



CITY OF
BIG BEAR LAKE *California*

CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING AGENDA
NOVEMBER 1, 2021

Meeting Time - 6:00 p.m.

Meeting Location - Hofert Hall, 39707 Big Bear Boulevard, Big Bear Lake, CA 92315

COUNCILMEMBERS

MAYOR RICK HERRICK

MAYOR PRO TEM RANDALL PUTZ

COUNCILMEMBER ALAN LEE

COUNCILMEMBER PERRI MELNICK

COUNCILMEMBER BYNETTE MOTE

CITY STAFF

CITY MANAGER FRANK A. RUSH, JR.

CITY ATTORNEY STEPHEN DEITSCH

CITY CLERK ERICA STEPHENSON

Please Note:

Agenda items may be moved at the discretion of the City Council.

Target times for each item are indicated in RED, and are provided as an approximate time only. The actual time of consideration will deviate depending on the pace of the meeting, and at the discretion of the Presiding Officer.

OPEN SESSION 6:00 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Invocation will be led by Pastor Eric Hoerger, Believers Chapel.

ROLL CALL

PRESENTATIONS 6:05 pm

- Presentation of a Proclamation in Honor of Tim Wood, for his many charitable contributions to our community.
- Presentation of a Proclamation Recognizing Sheriff's Captain Mitch Dattilo, for his nearly four years of dedicated service protecting this community.
- Introduction of new City employee, Blake Johnson, Facilities / Parks Maintenance Worker in the Public Services Department.



- Presentation by Tony Villegas, Executive Director of the American Patriot Music Project, regarding the STEM Guitar / Veterans Guitar Projects.

1. PUBLIC HEARING

Any person may appear and be heard in support or in opposition to the proposal at the time of the hearing. If you challenge the action in court or an administrative proceeding, you may be limited to raising only those issues which you or someone else raised at the public hearing described in the notice, or in written correspondence delivered to the City at or before the public hearing.

1.1 2022 CITY COUNCIL REDISTRICTING 6:30 pm

City Council will receive a presentation, conduct a public hearing, and continue the City's decennial redistricting process. All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Decennial redistricting is required in an effort to balance the City's population within the 5 Council districts and ensure proper consideration for communities of interest. This will be the second of four required public hearings scheduled to allow for Council and community engagement, discussion, and legally-compliant district development.

PUBLIC COMMUNICATIONS 7:00 pm

Public comment is permitted at this time only on consent calendar items and other matters not listed on the posted agenda that are within the subject matter jurisdiction of the City. Please note that State law prohibits the City Council from taking any action on items not listed on the agenda. There is a three-minute maximum time limit when addressing Council during this time period. The time limit is subject to adjustment at the discretion of the Presiding Officer. Speakers are limited to their individual maximum time limit and other members of the public cannot cede their speaking time to another person. Public comment on items listed on the posted agenda (public hearing & discussion/ action items) will be taken at the time each item is called for discussion.

2. CONSENT CALENDAR 7:20 pm

City Council

- 2.1 APPROVAL OF DEMANDS – CHECK ISSUE DATE 09/22/2021 THROUGH 10/20/2021 IN THE AMOUNT OF \$1,598,695.95 AND THE SEPTEMBER 2021 TREASURER'S REPORT**
- 2.2 APPROVAL OF MEETING MINUTES FROM THE OCTOBER 4, 2021 REGULAR MEETING OF CITY COUNCIL**
- 2.3 APPROVAL OF MEETING MINUTES FROM THE OCTOBER 18, 2021 REGULAR MEETING OF CITY COUNCIL**
- 2.4 ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 - GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE**

City Council will consider adoption of an ordinance adding new section 1.08.010 to the Municipal Code to authorize the prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a municipal code violation to recover reasonable attorney fees. The proposed ordinance amendment



will be helpful in resolving public nuisance, vacation rental, transient occupancy tax, and other code violations, and places the cost burden on the offending party. City Council introduced the ordinance, conducted first reading, and waived further reading at the October 4, 2021 regular meeting.

2.5 RESOLUTION AUTHORIZING A NOTICE OF COMPLETION FOR THE 2021 ANNUAL STREET REHABILITATION PROJECT

City Council will consider a formal resolution accepting the work as complete and authorizing the filing of a Notice of Completion for the 2021 Annual Street Rehabilitation Project. This project was a combination of efforts by Granite Construction Co., the general contractor for this project, and the City's Public Works Division crews that resulted in the rehabilitation of 4.63 miles of City streets this summer and fall. The project included the grinding and repaving of twenty-three (23) street sections as well as some ancillary work including striping, the adjustment of manholes and other utility covers, and minor drainage improvements. The total budget for this project was \$1,400,000 and the total project expenditures were \$1,313,983.

2.6 RESOLUTION AUTHORIZING BID SOLICITATION FOR DEMOLITION OF STRUCTURES LOCATED AT 794 AND 808 IRIS DRIVE

City Council will consider a formal resolution authorizing City staff to solicit bids for the demolition of structures at 794 and 808 Iris Drive, on the eastern edge of the Civic Center campus. Funding for this demolition project is included in the FY 2021-22 adopted budget (\$85,000), and the project would result in the demolition of 6 existing, deteriorated structures. This site will eventually be utilized for workforce housing, new City facilities, open space, and/or other City initiatives, and the demolition of the existing structures will provide the City with greater flexibility in the future. City staff will solicit bids this winter and return to City Council for the approval of a construction contract in early spring 2022. It is anticipated that the demolition will occur next spring or summer.

2.7 RESOLUTION AUTHORIZING THE PURCHASE OF A NEW PUBLIC RESTROOM FACILITY TO SERVE THE STANFIELD CUTOFF AREA

City Council will consider a formal resolution authorizing a purchase order with the Public Restroom Company, Minden, NV, in the amount of \$208,865 for the purchase and installation of a new, pre-fabricated restroom facility in the Stanfield Cutoff area. The new restroom facility would be located at the existing parking area at the intersection of Stanfield Cutoff and Big Bear Boulevard on property the City is in the process of acquiring from the Municipal Water District. A total of \$250,000 is included in the FY 2021-22 adopted budget for this project, and Visit Big Bear will fund 50% of project costs via the new Tourism Enhancement Fund established in conjunction with the TBID renewal earlier this year. The new restroom facility would be installed in summer 2022.

2.8 RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR A NEW COMMUNITY VISIONING PROCESS

City Council will consider a formal resolution authorizing City staff to issue a Request for Qualifications (RFQ) for consulting services to lead an inclusive process to develop a new vision for our community. The overall community vision was last updated in 1996, more than 25 years ago, and much has changed in our community and our society since that time. The selected consultant will lead the Council, staff, and the community through a process that will include numerous strategies and opportunities for public participation in the development of a new community vision. The new community vision will be developed over a 6+



month period in 2022, and is the crucial first step in the planned development of a new General Plan for the City. City staff would solicit qualifications from experienced consulting firms, review and score the responding firms' qualifications, conduct interviews, negotiate a contract with the selected firm, and present a contract recommendation to the City Council in late winter or early spring 2022.

2.9 RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE MOONRIDGE CORRIDOR IMPROVEMENT PROJECT

City Council will consider a formal resolution authorizing a budget amendment in the amount of \$262,489 for the Moonridge Corridor Improvement Project. The City now expects to receive a larger allocation from the American Rescue Plan Act (ARPA) than originally anticipated, and these funds would augment ARPA funds previously programmed (\$1,000,000) for water and storm water infrastructure improvements associated with the Moonridge project.

Successor Agency

2.10 2020 COMPLIANCE REPORT – MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX

The Successor Agency will receive and file the 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The report includes required information regarding the occupancy, income levels, and other activities associated with the housing development. The report indicates compliance with all project requirements. No formal action is necessary.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3. DISCUSSION/ACTION ITEMS

3.1 RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH BEAR VALLEY MUTUAL WATER COMPANY FOR ACQUISITION OF AN ~19-ACRE LAKEFRONT PROPERTY 7:30 pm

City Council will consider a formal resolution to execute a 99-year+ lease agreement with Bear Valley Mutual Water Company that will enable the City to acquire control of an ~19 acre lakefront property located just east of Veterans Park and Big Bear Community Church. The proposed agreement calls for the City to lease the property for a period of 99 years, at a cost of \$100,000 per year (with an annual escalator clause), with options to extend the agreement for up to an additional 30 years. The property would be developed as a signature lakefront park in the center of Big Bear Lake, and a portion of the property may include future residential and/or commercial development. The City would have full authority over the current and future use of the property, and would be responsible for all aspects of property management, as if the City owned the property outright. The City would inherit and manage existing leases for the 2 restaurants on the site, 2 existing single family residences, a boat trailer storage area, a small commercial building, and up to 60 mobile home sites. The City would retain all rental income (approximately \$340,000) associated with these existing leases, and would utilize this rental income to manage and maintain these properties. The City would integrate the existing restaurants into future park development plans, and would continue to honor all lease agreements with single family and mobile home tenants. Ultimately, and with no urgency whatsoever (over a period of several years), the City would work cooperatively with existing tenants to relocate them to quality, alternative housing. The proposed agreement includes a 6-month due diligence period that would begin upon execution of the agreement, and the City has the right to exit the agreement prior to the expiration of the 6-month period if significant concerns are identified during the due diligence period.



3.2 RESOLUTION AUTHORIZING THE EXECUTION OF REPLENISH BIG BEAR PROJECT BENEFITS MEMORANDUM OF UNDERSTANDING 8:00 pm

City Council will consider a formal resolution authorizing the execution of a memorandum of understanding (MOU) regarding the Replenish Big Bear Project. Signatories to the MOU include the Big Bear Area Regional Wastewater Agency (BBARWA), the Big Bear City Community Services District (CSD), the Big Bear Lake Department of Water & Power (DWP), the Big Bear Municipal Water District (MWD), San Bernardino County (SBC), and Visit Big Bear (VBB). The MOU expresses each agency's preliminary support for the project and recognition of project benefits, but does not commit the City or any other agency to provide funding for the project at this time. If approved by the City Council, the City will work cooperatively with the other agencies to develop an equitable financing plan for the Replenish Big Bear Project in the coming months, and present the proposed financing plan for City Council approval and other agencies' governing body approval at the appropriate time.

3.3 ROTARY PARK IMPROVEMENTS 8:15 pm

City Council will consider 3 resolutions authorizing significant improvements to Rotary Park. The proposed improvements will modernize this important lakefront amenity and enhance the aesthetic quality of the park.

3.3A RESOLUTION AWARDING CONTRACT FOR PARK LIGHTING IMPROVEMENTS

City Council will consider a formal resolution to award a contract to South Coast Lighting and Design, San Clemente, CA, in an amount up to \$56,246 for the purchase of new lighting for the park. The Council will consider three lighting design alternatives, and the lighting will also include the option for motion-sensor activation after certain hours. The FY 2021-22 adopted budget includes a total of \$85,000 for the proposed lighting improvements. New lighting would be installed in spring 2022.

3.3B RESOLUTION AWARDING CONTRACT FOR PARK FURNITURE REPLACEMENT

City Council will consider a formal resolution to award a contract to Belson Outdoors, Naperville, IL in the amount of to \$48,661 for the purchase of new park benches, picnic tables, and trash receptacles for Rotary Park. The new park furniture will replace the existing park furniture that honors various community members who contributed toward these park improvements, and the City will install an alternative, permanent recognition at the park to continue to honor these community members. The new park furniture, picnic tables, and trash receptacles are similar to the same features at Boulder Bay Park. The FY 2021-22 adopted budget includes a total of \$76,550 for this project. New park furniture, picnic tables, and trash receptacles would be installed in spring 2022.

3.3C RESOLUTION AUTHORIZING SOLICITATION OF CONSTRUCTION BIDS FOR NEW FENCING AT ROTARY PARK

City Council will consider a formal resolution authorizing City staff to solicit construction bids for new split rail fencing to be installed at Rotary Park. The new fencing would replace existing deteriorating telephone pole fencing. The FY 2021-22 adopted budget includes a total of \$60,000 for this project, and City staff will present a contract recommendation to the City Council later this winter. The new fence would be installed in spring 2022.



3.4 RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER 8:30 pm

City Council will consider a formal resolution amending various provisions in the Rules of Order. A total of 9 different potential amendments are presented for Council discussion and consideration, and Council will select specific policy language from the options presented, suggest alternative policy language as desired, or simply refrain from adopting a policy for said topic.

3.4A “IN GOD WE TRUST” MOTTO

The proposed provision would formalize the inclusion of the “In God We Trust” motto under the City seal in Hofert Hall, and would demonstrate the City’s recognition of “In God We Trust” as our national motto and as a symbol of patriotism in furtherance of the City’s commitment to national unity.

3.4B MEETING SCHEDULE

The proposed provision would simply make the Rules of Order consistent with Council’s recent action to dedicate the second regular meeting of each month to in-depth Council discussion of significant issues and initiatives in more of a workshop format.

3.4C CODE OF CONDUCT

The proposed provision promotes courtesy, respect, civility, and professionalism by City Council members during the conduct of official City business.

3.4D DISCUSSION TIME LIMITS

The proposed provision encourages Council members to limit comments on specific items to two comments per item, limit comments to approximately 5 minutes, and limit comments to the matter, item, or motion currently being considered by the City Council.

3.4E PLACING ITEMS ON THE MEETING AGENDA

The Council will consider retaining the existing provision that allows any Council member to add an item to a future meeting agenda, OR amending the existing provision by requiring concurrence by one additional Council member in order to add an item to a future meeting agenda.

3.4F WRITTEN PUBLIC COMMUNICATIONS

The proposed provision encourages members of the public to submit written or email communications to the City Clerk no later than 10 hours prior to the start of the meeting. The proposed provision is intended to ensure receipt by all Council members and allow for thoughtful consideration of the comments prior to consideration of the specific agenda item.

3.4G VIDEO PUBLIC COMMUNICATIONS

Council will consider establishing a new provision that allows for real-time video public communications via Zoom or similar platform, with a 2-minute limit, OR whereby members of the public may record a 2-minute or shorter video of their public communications, forward to the



City Clerk no later than 10 hours prior to the start of the meeting, and the comments will then be presented to City Council during either the general public communications item or during consideration of the specific agenda item. For either option, the total time allotted for general video public communications would be no more than 20 cumulative minutes, and the total time allotted for video public communications for specific agenda items would be limited to no more than 10 cumulative minutes per item. All video public communications would be presented in the order requested or received.

3.4H MAYOR/MAYOR PRO TEM SERVICE REQUIREMENTS

Council will consider retaining the existing provision whereby all Council members are eligible to serve as Mayor or Mayor Pro Tem, regardless of service time on the Council, OR amending the existing provision by requiring a minimum of 1 year of service on the Council to serve as Mayor Pro Tem, and a minimum of 1 year of service on the Council and 1 year as Mayor Pro Tem to serve as Mayor.

3.4I USE OF ELECTRONIC COMMUNICATION DEVICES DURING COUNCIL MEETINGS

The proposed provision discourages the use of personal electronic communication devices during Council meetings, in order to ensure attentiveness to the Council's business at hand, prevent the perception of a Brown Act violation, ensure the integrity of quasi-judicial proceedings, and prevent the perception that other unknown parties are influencing Council decisions during the meeting.


4. COMMENTS, ANNOUNCEMENTS & ADDITIONAL CITY BUSINESS 9:30 pm

4.1 CITY CLERK, CITY ATTORNEY, CITY MANAGER COMMENTS

4.2 COUNCILMEMBER BOARD/COMMITTEE REPORTS & COMMENTS

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 28th day of October 2021.


Erica Stephenson, City Clerk

The City of Big Bear Lake wishes to make all of its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 866-5831. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 1.1

2022 CITY COUNCIL REDISTRICTING

ACTION TO BE CONSIDERED

City Council will receive a presentation, conduct a public hearing, and continue the City's decennial redistricting process. All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Decennial redistricting is required in an effort to balance the City's population within the 5 Council districts and ensure proper consideration for communities of interest. This will be the second of four required public hearings scheduled to allow for Council and community engagement, discussion, and legally-compliant district development.

RECOMMENDED MOTION(S)

Receive a report from the City's redistricting consultant on the redistricting process and permissible criteria to be considered to redraw district boundaries, and conduct a public hearing to receive public input on district boundaries.

RESPONSIBLE STAFF Erica Stephenson, City Clerk / Director of Human Resources

ADDITIONAL CITY MANAGER COMMENTS

Scott Smith, a partner at Best Best & Krieger, will attend the November 1 Council meeting to address the Council and respond to any questions.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Erica Stephenson, City Clerk/Director of Human Resources

SUBJECT: 2022 City Council Redistricting

BACKGROUND

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and Federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The first public hearing was held on October 4, 2021.

DISCUSSION

Every 10 years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City of Big Bear Lake must be completed by April 17, 2022.

The City adopted its current district boundaries in 2018, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;

4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
 - Similar levels of income, education, or linguistic insolation;
 - Languages spoken at home; and
 - Single-family and multi-family housing unit areas.

Next Steps

Following tonight's hearing, Best Best & Krieger will begin drafting potential maps for Council's consideration. These maps will be considered during Public Hearings #3 and #4, with dates to be determined. Prior to Public Hearing #3, draft district maps and proposed election sequencing will be posted to the City website and available at City Hall.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ENVIRONMENTAL CONSIDERATIONS

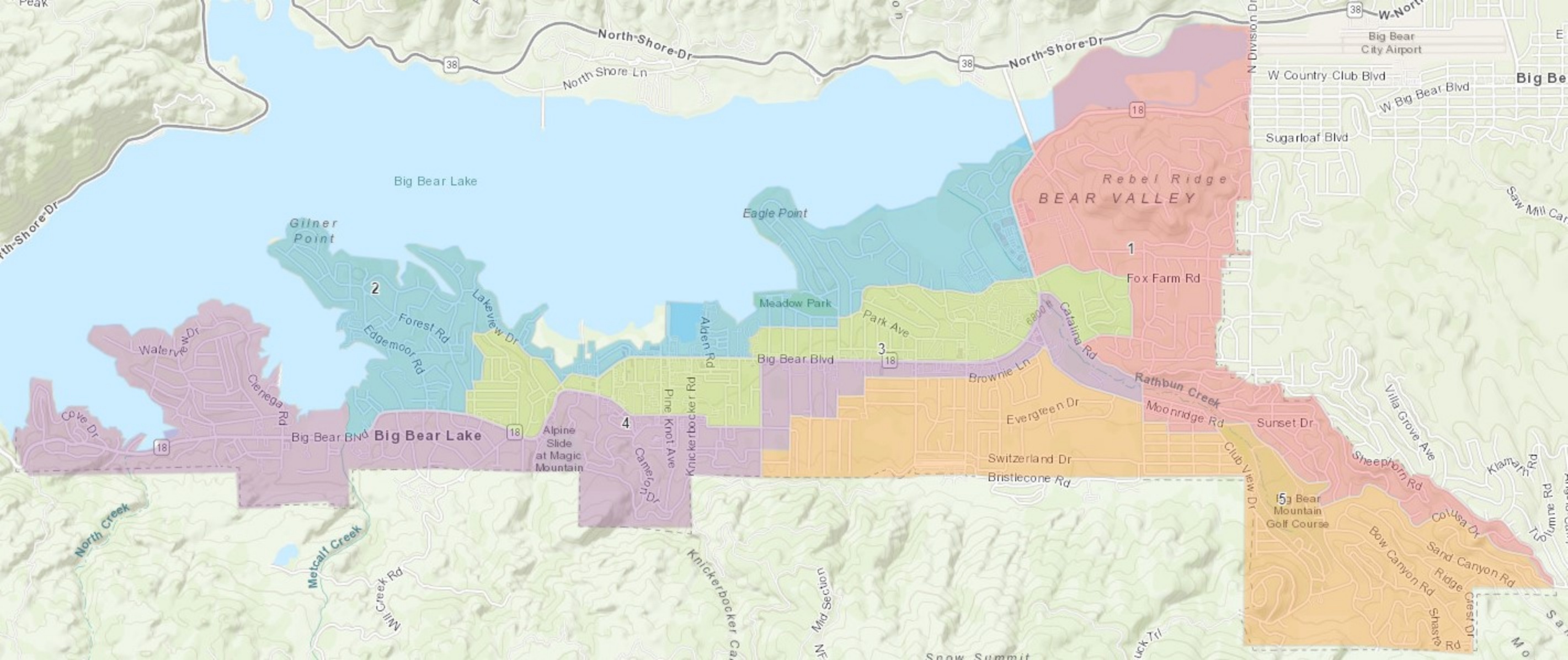
None requiring review under the California Environmental Quality Act.

ATTACHMENTS

1. Current City Council District Map
2. Redistricting FAQ

ATTACHMENT 1

Current City Council District Map



Big Bear Lake

Eagle Point

Meadow Park

Rebel Ridge
BEAR VALLEY

Big Bear Lake

Alpine Slide
at Magic
Mountain

Bear
Mountain
Golf Course

2

1

4

3

15

North-Shore-Dr
North Shore Ln

North-Shore-Dr

Waterville Dr

Cienega Rd

Forest Rd
Edgemoor Rd

Lakeview Dr

Alpen Rd

Big Bear Blvd

Park Ave

Brownie Ln

Catalina Rd

Fox Farm Rd

Rathbun Creek
Moonridge Rd

Sunset Dr

Villa Grove Ave
Sheephorn Rd

Bow Canyon Rd
Sand Canyon Rd
Ridge Crest Dr

North Creek

Motcalf Creek

Mill Creek Rd

Knickerbocker Ca

Mid Section

Snow Summit

Luck Trl

Sugarloaf Blvd

W Country Club Blvd

W Big Bear Blvd

Saw Mill Ca

Klamath Rd

Tuslome Rd

M o

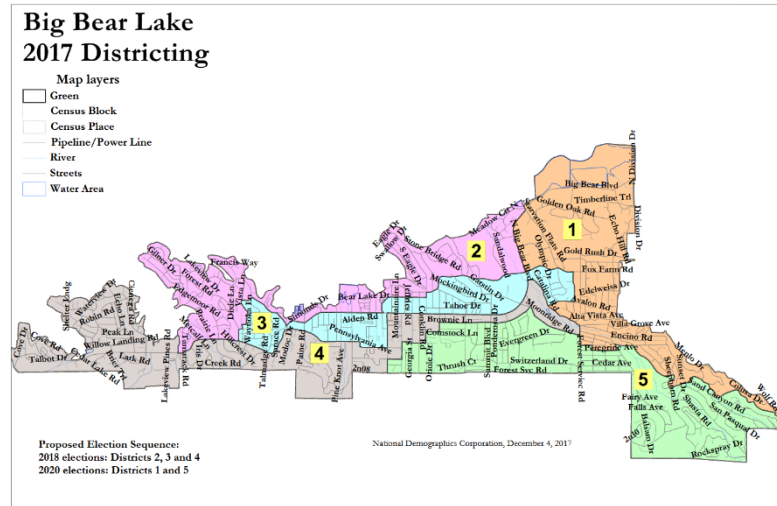
Big Bear
City Airport

Big Be

ATTACHMENT 2

Redistricting FAQ

City of Big Bear Lake Redistricting FAQ



What is redistricting?

Every person in the City of Big Bear Lake lives in a City Council district. Residents have the opportunity to elect a City Councilmember based on what district they live in. Big Bear Lake’s voting districts were first established in 2017 based on 2010 census data. Residents in each district vote for a different Councilmember to represent them.

Every 10 years, the entire country goes through a process called redistricting to redraw the maps that determine each voting district. As communities get smaller or bigger, and people move in and out, it is important that districts are defined fairly and equally. According to the U.S. Constitution, all electoral districts within a given redistricting map must contain approximately the same number of people.

Why does redistricting matter?

Where district lines are drawn determines who votes for whom and thus makes Councilmembers directly accountable to those voters. Districting helps secure the Constitutional right all Big Bear Lake voters have to “one person, one vote,” in other words, to have voting power and say in governmental affairs that is as equal as possible. Maps must be drawn in ways that allow neighborhoods and other population groups to be treated equally.

How does redistricting work?

The Mayor and City Council have initiated a series of hearings to receive public input on how districts should be drawn in the wake of the 2020 Census. Before any lines are drawn, the Council will provide several opportunities for the public to provide input and feedback on draft maps. Once the Council has completed the public hearings, it will take the information the public provides along with data provided from the Federal Government and draw new maps.

A draft set of maps will be drafted and presented to the community online and via public hearings to ensure the commission gets community feedback. New drafts will be presented to the City Council.

What are the rules and criteria?

The community and Council are charged with using the following statutory guidelines to draw districts:

Council districts must be substantially of equal population.

As indicated above, this is the starting point for drawing fair maps and protecting one person/one vote ideals. The City Council will be using updated 2020 Census data to do this.

Different parts of the district must be able to connect to one another geographically.

The shapes of the districts must be logical and contiguous.

Districts should recognize “communities of interest.”

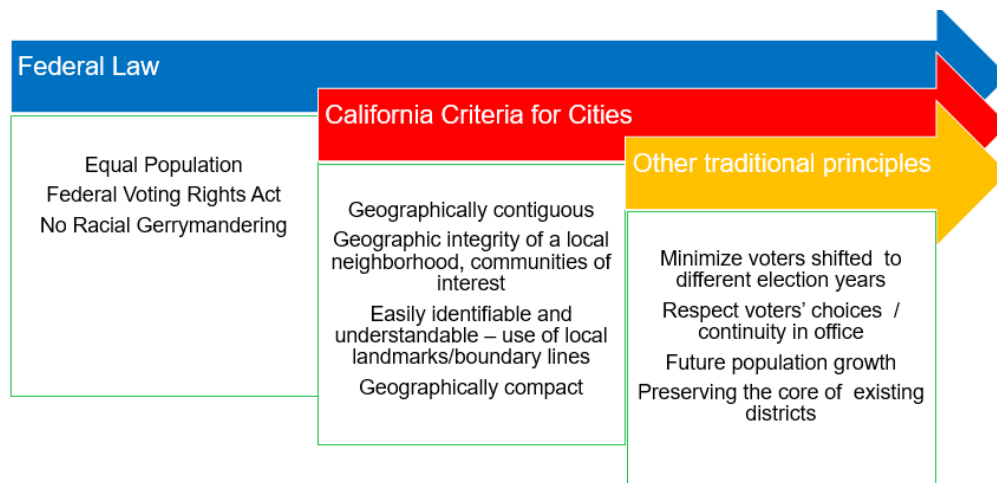
Communities of interest are defined in terms of neighborhood boundaries, as determined from such features as highways, major roads, waterways, parks, school attendance areas, neighborhood landmarks, shared social and economic interests, or other elements of community identity.

Districts should protect voting rights.

Federal and State voting rights laws require that districts recognize and protect the electoral voice of racial minorities.

Redistricting should minimize disruption to voters.

To the extent possible, redistricting should avoid scenarios where voters miss voting cycles due to boundary changes.





City of Big Bear Lake

Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Date	Amount
82499	Department of Justice	09/23/2021	256.00
82500	Big Bear Lake Urgent Care	09/23/2021	500.00
82501	Occupational Health Centers of California	09/23/2021	85.50
82505	San Bernardino County Clerk of the Board of Supervisors	09/23/2021	50.00
82506	San Bernardino County Vehicle Svcs Dept	09/23/2021	6,732.00
82508	Big Bear Chamber of Commerce	09/23/2021	11.12
82512	Bear Valley Electric	09/23/2021	489.02
82513	Bear Valley Tree Care, Inc.	09/23/2021	1,365.00
82514	Charter Communications Holdings, LLC	09/23/2021	264.96
82518	Fisher Integrated, Inc.	09/23/2021	1,200.00
82519	Frontier Communications	09/23/2021	92.50
82524	LSA Associates, Inc.	09/23/2021	11,437.50
82525	L.Y. Environmental Inc.	09/23/2021	3,250.00
82526	Lynn Merrill And Associates, Inc.	09/23/2021	6,750.67
82527	Matich Corporation	09/23/2021	117,249.76
82529	Mission Linen Supply Inc.	09/23/2021	626.74
82530	Orkin Inc.	09/23/2021	113.00
82533	ROW Traffic Safety, Inc.	09/23/2021	414.25
82534	Southern California Mountain Foundation	09/23/2021	17,000.00
82536	S Porter Inc	09/23/2021	110,865.00
82537	Southwest Gas Corporation	09/23/2021	636.69
82539	Transtech Engineers, Inc.	09/23/2021	15,006.50
82541	Verizon Wireless	09/23/2021	1,718.88
82542	Willdan Engineering Inc	09/23/2021	504.00
82543	San Bernardino County Clerk of the Board of Supervisors	09/30/2021	50.00
82544	San Bernardino County Dept of Public Works	09/30/2021	9,938.05
82545	Big Bear Electric	09/30/2021	4,359.00
82547	Big Bear Visitor's Bureau	09/30/2021	18,750.00
82548	Bear Valley Electric	09/30/2021	6,801.05
82549	Bear Valley Printing Inc	09/30/2021	168.97
82550	Car Quest Auto Parts	09/30/2021	1,202.12
82552	Charter Communications Holdings, LLC	09/30/2021	788.03
82553	Docu-Trust	09/30/2021	50.00
82555	The Grizzly	09/30/2021	460.00
82557	Intelesys One, Inc.	09/30/2021	12,727.29
82558	KOA Corporation	09/30/2021	3,966.89
82559	Marlin Business Bank	09/30/2021	1,660.06
82560	Matich Corporation	09/30/2021	79,495.36
82561	Michal Maretta	09/30/2021	310.00
82563	Municipal Code Corporation	09/30/2021	900.00
82564	Genuine Auto Parts	09/30/2021	1,463.43
82566	ROW Traffic Safety, Inc.	09/30/2021	1,131.98
82567	USA Bluebook	09/30/2021	645.70
82568	Vulcan Materials Company Inc.	09/30/2021	2,222.35
82569	Waxie Sanitary Supply Inc.	09/30/2021	7,468.60
82570	Bear Valley Community Healthcare District	10/05/2021	324.00
82572	Big Bear Lake Urgent Care	10/05/2021	395.00
82583	Butchers Blocks & Building Materials	10/06/2021	116.21
82584	Lumber City Corp.	10/06/2021	101.72
82585	Grainger Inc.	10/06/2021	1,087.41
82586	Granite Construction Company	10/06/2021	56,407.39
82587	Haaker Equipment Co. Inc.	10/06/2021	275.19



City of Big Bear Lake

Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Date	Amount
82588	Harris Computer Systems	10/06/2021	11,616.38
82589	Hitchin Lucerne, Inc.	10/06/2021	464.54
82590	Matich Corporation	10/06/2021	59,453.09
82591	Mission Linen Supply Inc.	10/06/2021	1,731.68
82592	Mountain Water Co	10/06/2021	100.00
82593	Traffic Logix Corporation	10/06/2021	5,430.60
82594	Willdan Engineering Inc	10/06/2021	3,543.75
82595	Xylem Water Solutions USA Inc	10/06/2021	20,809.25
82596	San Bernardino County	10/07/2021	2.00
82597	San Bernardino County Clerk of the Board of Supervisors	10/07/2021	50.00
82598	San Bernardino County Sheriff's Dept	10/07/2021	407,680.00
82599	City of Big Bear Lake Dept of Water & Power	10/07/2021	726.35
82600	Big Bear Disposal Inc	10/07/2021	193,499.68
82601	Bear Valley Electric	10/07/2021	12,048.17
82602	Charter Communications Holdings, LLC	10/07/2021	459.92
82603	Cintas Corporation	10/07/2021	123.30
82604	C.S.M.F.O.	10/07/2021	150.00
82606	Frontier Communications	10/07/2021	59.93
82607	Intelesys One, Inc.	10/07/2021	107.74
82609	KOA Corporation	10/07/2021	19,575.00
82610	Lance Soll & Lunghard	10/07/2021	25,270.00
82611	LOR Geotechnical Group, Inc.	10/07/2021	5,275.00
82612	Nestle Waters North America	10/07/2021	819.59
82613	Retail Strategies, LLC	10/07/2021	2,500.00
82615	Tom Dodson & Associates	10/07/2021	625.00
82616	US Bank Corporate Payment Systems	10/07/2021	5,557.42
82617	San Bernardino County Fire Protection District	10/14/2021	5,197.32
82618	San Bernardino County Vehicle Svcs Dept	10/14/2021	6,274.09
82619	City of Big Bear Lake Dept of Water & Power	10/14/2021	3,713.25
82621	All Protection Alarm	10/14/2021	865.16
82622	Bay City Equipment Industries	10/14/2021	273.07
82623	Big Bear Disposal Inc	10/14/2021	101.01
82624	Big Bear Paint Center	10/14/2021	12.62
82625	BlackHole Technologies Inc	10/14/2021	1,224.75
82626	Butchers Blocks & Building Materials	10/14/2021	215.21
82627	Bear Valley Electric	10/14/2021	5,045.66
82628	Bear Valley Printing Inc	10/14/2021	96.98
82629	Charter Communications Holdings, LLC	10/14/2021	2,020.47
82630	Cintas Corporation	10/14/2021	867.87
82631	Dapeer Rosenblit & Litvak LLP	10/14/2021	1,328.20
82632	Docu-Trust	10/14/2021	50.00
82633	Frontier Communications	10/14/2021	1,480.81
82634	Golden Bell Products, Inc	10/14/2021	3,418.70
82635	Granite Construction Company	10/14/2021	10,735.00
82637	Intelesys One, Inc.	10/14/2021	10,228.20
82638	LOR Geotechnical Group, Inc.	10/14/2021	3,450.40
82639	Matich Corporation	10/14/2021	85,120.38
82640	Mission Linen Supply Inc.	10/14/2021	1,668.49
82641	Genuine Auto Parts	10/14/2021	171.86
82642	Nativescapes, Inc.	10/14/2021	400.00
82644	Nick's Auto Care, Inc.	10/14/2021	153.50
82645	Orkin Inc.	10/14/2021	241.00



City of Big Bear Lake

Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Date	Amount
82647	S Porter Inc	10/14/2021	132,496.50
82649	Transtech Engineers, Inc.	10/14/2021	4,320.00
82650	Underground Service Alert Inc.	10/14/2021	265.45
82651	USA Bluebook	10/14/2021	95.90
82652	Waxie Sanitary Supply Inc.	10/14/2021	201.60
82653	San Bernardino County	10/20/2021	10.00
82654	BlackHole Technologies Inc	10/20/2021	1,524.75
82655	Calolympic Glove & Safety Co	10/20/2021	735.86
82656	Cintas Corporation	10/20/2021	117.45
82657	Fisher Integrated, Inc.	10/20/2021	1,200.00
82658	Knights Automotive and Performance, Inc.	10/20/2021	160.00
82659	LSA Associates, Inc.	10/20/2021	13,481.25
82660	Ludecke's Electrical Service, Inc.	10/20/2021	313.70
82661	Nativescapes, Inc.	10/20/2021	240.00
82662	ROW Traffic Safety, Inc.	10/20/2021	497.55
82663	Rochester Midland Corporation	10/20/2021	611.64
82664	US Bank Corporate Payment Systems	10/20/2021	7,263.23
82665	Waxie Sanitary Supply Inc.	10/20/2021	2,673.79
ACH	Gary Payne	09/23/2021	570.00
			<u><u>1,598,695.95</u></u>



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
City Council 4110			
82534	Southern California Mountain Foundation	Recreational Trail Coordinator - FY22	09/23/2021 17,000.00
82616	US Bank Corporate Payment Systems	Meeting Supplies	10/07/2021 1,022.77
82664	US Bank Corporate Payment Systems	Meeting Supplies	10/20/2021 564.34
			City Council Total 18,587.11
City Manager 4120			
82616	US Bank Corporate Payment Systems	Digital Newspaper Annual Subscription	10/07/2021 301.96
82664	US Bank Corporate Payment Systems	Office Expense	10/20/2021 111.00
			City Manager Total 412.96
City Clerk / Public Information 4130			
82541	Verizon Wireless	Cell Phone Service	09/23/2021 60.79
82543	San Bernardino County Clerk of the Board of Supervisors	Document Recording Fee	09/30/2021 50.00
82555	The Grizzly	Legal Notices	09/30/2021 262.00
82557	Intelesys One, Inc.	Records Request Support	09/30/2021 320.00
82563	Municipal Code Corporation	Digital Municipal Code Annual Hosting Fee	09/30/2021 900.00
82616	US Bank Corporate Payment Systems	Office Supplies & Software Subscription	10/07/2021 471.56
82664	US Bank Corporate Payment Systems	Subscription	10/20/2021 12.95
			City Clerk/ Public Information Total 2,077.30
Finance 4140			
82541	Verizon Wireless	Cell Phone Service	09/23/2021 38.80
82604	C.S.M.F.O.	Employee Training	10/07/2021 150.00
82610	Lance Soll & Lunghard	2021 Audit Year End Field Work	10/07/2021 17,800.00
			Financial Services Total 17,988.80
Human Resources / Payroll / Risk Management 4150			
82499	Department of Justice	Recruitment Expense	09/23/2021 256.00
82500	Big Bear Lake Urgent Care	Recruitment Expense	09/23/2021 500.00
82501	Occupational Health Centers of California	Recruitment Expense	09/23/2021 85.50
82541	Verizon Wireless	Cell Phone Service	09/23/2021 13.67
82572	Big Bear Lake Urgent Care	Recruitment Expense	10/05/2021 395.00
82616	US Bank Corporate Payment Systems	Employee Appreciation	10/07/2021 811.29
82664	US Bank Corporate Payment Systems	Meeting Supplies	10/20/2021 2,417.51
			Human Resources Total 4,478.97
Traffic Safety 4230			
82512	Bear Valley Electric	Electricity Usage	09/23/2021 418.74
82627	Bear Valley Electric	Electricity Usage	10/14/2021 477.94
			PW: Traffic Safety Total 896.68
Law Enforcement 4250			
82598	San Bernardino County Sheriff's Dept	Monthly Sheriff Contract	10/07/2021 407,680.00
			Law Enforcement Total 407,680.00
Engineering 4310			
82505	San Bernardino County Clerk of the Board of Supervisors	Document Recording Fee	09/23/2021 50.00
82506	San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021 33.49
82539	Transtech Engineers, Inc.	Professional Services Engineering	09/23/2021 13,694.50
82541	Verizon Wireless	Cell Phone Service	09/23/2021 83.57



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
82542	Willdan Engineering Inc	Professional Services Engineering	09/23/2021 504.00
82597	San Bernardino County Clerk of the Board of Supervisors	Document Recording Fee	10/07/2021 50.00
82616	US Bank Corporate Payment Systems	Meeting Supplies	10/07/2021 72.49
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 34.32
			Engineering Total 14,522.37
Street Maintenance		4320	
82506	San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021 3,902.77
82529	Mission Linen Supply Inc.	Laundry Service	09/23/2021 250.70
82530	Orkin Inc.	Pest Control Services	09/23/2021 113.00
82541	Verizon Wireless	Cell Phone Service	09/23/2021 195.43
82566	ROW Traffic Safety, Inc.	Traffic Control Signs	09/30/2021 1,131.98
82569	Waxie Sanitary Supply Inc.	Janitorial Supplies	09/30/2021 1,864.46
82583	Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021 14.54
82584	Lumber City Corp.	Materials/Supplies	10/06/2021 19.35
82585	Grainger Inc.	Materials/Supplies	10/06/2021 204.69
82591	Mission Linen Supply Inc.	Laundry Service	10/06/2021 1,321.83
82593	Traffic Logix Corporation	Solar Radar Signs	10/06/2021 5,430.60
82612	Nestle Waters North America	Drinking Water	10/07/2021 409.79
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 3,890.96
82625	BlackHole Technologies Inc	GPS Monthly Services	10/14/2021 1,224.75
82626	Butchers Blocks & Building Materials	Materials/Supplies	10/14/2021 134.26
82630	Cintas Corporation	First Aid Supplies	10/14/2021 257.77
82640	Mission Linen Supply Inc.	Laundry Service	10/14/2021 667.39
82652	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/14/2021 50.40
82654	BlackHole Technologies Inc	GPS Monthly Services	10/20/2021 1,524.75
82655	Calolympic Glove & Safety Co	Materials/Supplies	10/20/2021 367.93
82656	Cintas Corporation	First Aid Supplies	10/20/2021 117.45
82662	ROW Traffic Safety, Inc.	Traffic Control Signs	10/20/2021 497.55
82663	Rochester Midland Corporation	Janitorial Supplies	10/20/2021 152.91
82665	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/20/2021 668.45
			PW: Street Maintenance Total 24,413.71
Vehicle Maintenance		4325	
82529	Mission Linen Supply Inc.	Laundry Service	09/23/2021 31.34
82533	ROW Traffic Safety, Inc.	Equipment Repair/Maintenance	09/23/2021 414.25
82537	Southwest Gas Corporation	Natural Gas Usage	09/23/2021 69.24
82550	Car Quest Auto Parts	Vehicle Repair/Maintenance	09/30/2021 984.27
82564	Genuine Auto Parts	Vehicle Repair/Maintenance	09/30/2021 1,445.12
82585	Grainger Inc.	Materials/Supplies	10/06/2021 678.04
82591	Mission Linen Supply Inc.	Laundry Service	10/06/2021 34.15
82616	US Bank Corporate Payment Systems	DOT Compliance	10/07/2021 199.00
82619	City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021 113.55
82640	Mission Linen Supply Inc.	Laundry Service	10/14/2021 83.45
82641	Genuine Auto Parts	Vehicle Repair/Maintenance	10/14/2021 15.99
82644	Nick's Auto Care, Inc.	Vehicle Repair/Maintenance	10/14/2021 153.50
82658	Knights Automotive and Performance, Inc.	Vehicle Repair/Maintenance	10/20/2021 120.00
			PW: Vehicle Maintenance Total 4,341.90
Street Lighting		4330	
82512	Bear Valley Electric	Electricity Usage	09/23/2021 70.28
82601	Bear Valley Electric	Electricity Usage	10/07/2021 8,727.85



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
82627	Bear Valley Electric	Electricity Usage	10/14/2021 344.21
			PW: Street Lighting Total 9,142.34
Parking Lots / Chamber Building		4335	
82508	Big Bear Chamber of Commerce	Gas Reimbursement	09/23/2021 11.12
82552	Charter Communications Holdings, LLC	Security Camera Internet Service	09/30/2021 114.98
82569	Waxie Sanitary Supply Inc.	Janitorial Supplies	09/30/2021 1,864.46
82583	Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021 3.85
82589	Hitchin Lucerne, Inc.	Materials/Supplies	10/06/2021 154.85
82601	Bear Valley Electric	Electricity Usage	10/07/2021 1,274.92
82602	Charter Communications Holdings, LLC	Security Camera Internet Service	10/07/2021 229.96
82619	City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021 612.00
82621	All Protection Alarm	Alarm Monitoring	10/14/2021 130.50
82626	Butchers Blocks & Building Materials	Materials/Supplies	10/14/2021 74.21
82627	Bear Valley Electric	Electricity Usage	10/14/2021 519.33
82645	Orkin Inc.	Pest Control Services	10/14/2021 77.00
82652	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/14/2021 50.40
82660	Ludecke's Electrical Service, Inc.	Electrical Repair Services	10/20/2021 313.70
82663	Rochester Midland Corporation	Janitorial Supplies	10/20/2021 152.91
82665	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/20/2021 668.45
			PW: Parking Lots/Chamber Total 6,252.64
Planning		4410	
82524	LSA Associates, Inc.	Professional Services VMT	09/23/2021 11,437.50
82594	Willdan Engineering Inc	GIS Services	10/06/2021 3,543.75
82596	San Bernardino County	Monthly Assessor Parcel Map Update	10/07/2021 2.00
82613	Retail Strategies, LLC	Professional Services	10/07/2021 2,500.00
82616	US Bank Corporate Payment Systems	Office Supplies	10/07/2021 296.83
82653	San Bernardino County	Monthly Assessor Parcel Map Update	10/20/2021 10.00
82659	LSA Associates, Inc.	Professional Services VMT	10/20/2021 13,481.25
82664	US Bank Corporate Payment Systems	Office Supplies	10/20/2021 66.12
			Planning Total 31,337.45
Planning Commission		4411	
82555	The Grizzly	Legal Notices	09/30/2021 198.00
82664	US Bank Corporate Payment Systems	Meeting Provisions	10/20/2021 120.19
			Planning Commission Total 318.19
Tourism Registration / Administration		4414	
82547	Big Bear Visitor's Bureau	Memorial Day Fireworks Contribution	09/30/2021 18,750.00
82616	US Bank Corporate Payment Systems	Subscription	10/07/2021 170.05
82664	US Bank Corporate Payment Systems	Subscription/VR Reporting Data	10/20/2021 915.00
			Tourism Registration / Administration Total 19,835.05
Tourism & Municipal Code Compliance		4415	
82506	San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021 670.77
82541	Verizon Wireless	Cell Phone Service	09/23/2021 159.35
82616	US Bank Corporate Payment Systems	Materials/Supplies	10/07/2021 1,519.28
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 869.36



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
82631 Dapeer Rosenblit & Litvak LLP	Professional Legal Services	10/14/2021	1,328.20
Tourism & Municipal Code Compliance Total			<u>4,546.96</u>
Building & Safety			
			4430
82506 San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021	72.71
82541 Verizon Wireless	Cell Phone Service	09/23/2021	84.33
82561 Michal Maretta	Professional Membership Renewal	09/30/2021	310.00
82616 US Bank Corporate Payment Systems	Materials/Supplies	10/07/2021	50.10
82618 San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021	59.35
82664 US Bank Corporate Payment Systems	Professional Membership Renewal	10/20/2021	215.00
Building & Safety Total			<u>791.49</u>
PAC Administration			
			4610
82541 Verizon Wireless	Cell Phone Service	09/23/2021	9.11
PAC Administration Total			<u>9.11</u>
City Parks			
			4625
82514 Charter Communications Holdings, LLC	Security Camera Internet Service	09/23/2021	264.96
82545 Big Bear Electric	Electrical Repair Services	09/30/2021	4,359.00
82549 Bear Valley Printing Inc	Flag Banners	09/30/2021	168.97
82569 Waxie Sanitary Supply Inc.	Janitorial Supplies	09/30/2021	1,864.45
82583 Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021	34.47
82589 Hitchin Lucerne, Inc.	Materials/Supplies	10/06/2021	154.84
82599 City of Big Bear Lake Dept of Water & Power	Water Usage	10/07/2021	726.35
82601 Bear Valley Electric	Electricity Usage	10/07/2021	529.63
82602 Charter Communications Holdings, LLC	Security Camera Internet Service	10/07/2021	229.96
82619 City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021	1,368.40
82627 Bear Valley Electric	Electricity Usage	10/14/2021	408.77
82652 Waxie Sanitary Supply Inc.	Janitorial Supplies	10/14/2021	50.40
82663 Rochester Midland Corporation	Janitorial Supplies	10/20/2021	152.91
82665 Waxie Sanitary Supply Inc.	Janitorial Supplies	10/20/2021	668.45
PW: City Parks Total			<u>10,981.56</u>
General Government			
			4800
82541 Verizon Wireless	Cell Phone Service	09/23/2021	50.66
82552 Charter Communications Holdings, LLC	Internet and Cable Service	09/30/2021	673.05
82553 Docu-Trust	Document Storage	09/30/2021	50.00
82559 Marlin Business Bank	Copier Lease	09/30/2021	1,660.06
82569 Waxie Sanitary Supply Inc.	Materials/Supplies	09/30/2021	10.78
82570 Bear Valley Community Healthcare District	COVID-19 Testing	10/05/2021	324.00
82592 Mountain Water Co	Water Dispensers/Water	10/06/2021	100.00
82600 Big Bear Disposal Inc	Additional Restrooms & Trash Dumpsters	10/07/2021	11,726.46
82603 Cintas Corporation	First Aid Supplies	10/07/2021	123.30
82606 Frontier Communications	Telephone Service	10/07/2021	59.93
82616 US Bank Corporate Payment Systems	Virtual Meeting Platform/Supplies	10/07/2021	261.95
82621 All Protection Alarm	Alarm Monitoring	10/14/2021	618.21
82629 Charter Communications Holdings, LLC	Cable Service	10/14/2021	2,020.47
82632 Docu-Trust	Document Storage	10/14/2021	50.00
82633 Frontier Communications	Telephone Service	10/14/2021	877.60
82664 US Bank Corporate Payment Systems	Meeting Supplies	10/20/2021	472.77
General Government Total			<u>19,079.24</u>



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
Successor Administration		4801	
82541	Verizon Wireless	Cell Phone Service	09/23/2021 46.93
82610	Lance Soll & Lunghard	2021 Audit Year End Field Work	10/07/2021 2,490.00
			Successor Administration Total <u><u>2,536.93</u></u>
Information Technology		4810	
82518	Fisher Integrated, Inc.	Video Streaming	09/23/2021 1,200.00
82541	Verizon Wireless	Cell Phone Service	09/23/2021 480.48
82588	Harris Computer Systems	Annual Software Maintenance - CityView 12/01/21-11/30/22	10/06/2021 11,616.38
82607	Intelesys One, Inc.	IT Services	10/07/2021 107.74
82616	US Bank Corporate Payment Systems	Office Supplies	10/07/2021 52.73
82637	Intelesys One, Inc.	IT Services/License Fees	10/14/2021 10,228.20
82657	Fisher Integrated, Inc.	Video Streaming	10/20/2021 1,200.00
82664	US Bank Corporate Payment Systems	Annual Software Subscription	10/20/2021 2,064.97
			Technology Services Total <u><u>26,950.50</u></u>
Civic Center		4820	
82506	San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021 492.72
82529	Mission Linen Supply Inc.	Laundry Service	09/23/2021 43.86
82537	Southwest Gas Corporation	Natural Gas Usage	09/23/2021 101.64
82541	Verizon Wireless	Cell Phone Service	09/23/2021 49.42
82548	Bear Valley Electric	Electricity Usage	09/30/2021 5,100.79
82569	Waxie Sanitary Supply Inc.	Janitorial Supplies	09/30/2021 1,864.45
82583	Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021 32.29
82584	Lumber City Corp.	Materials/Supplies	10/06/2021 45.54
82591	Mission Linen Supply Inc.	Laundry Service	10/06/2021 47.81
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 807.23
82619	City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021 504.20
82624	Big Bear Paint Center	Materials/Supplies	10/14/2021 12.62
82627	Bear Valley Electric	Electricity Usage	10/14/2021 26.62
82630	Cintas Corporation	First Aid Supplies	10/14/2021 352.34
82640	Mission Linen Supply Inc.	Laundry Service	10/14/2021 116.79
82642	Nativescapes, Inc.	Pest Control Services	10/14/2021 400.00
82645	Orkin Inc.	Pest Control Services	10/14/2021 164.00
82652	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/14/2021 50.40
82663	Rochester Midland Corporation	Janitorial Supplies	10/20/2021 152.91
82664	US Bank Corporate Payment Systems	Materials/Supplies	10/20/2021 127.20
82665	Waxie Sanitary Supply Inc.	Janitorial Supplies	10/20/2021 668.44
			Civic Center Total <u><u>11,161.27</u></u>
PAC Operations & Maintenance		4821	
82537	Southwest Gas Corporation	Natural Gas Usage	09/23/2021 24.89
82541	Verizon Wireless	Cell Phone Service	09/23/2021 45.56
82548	Bear Valley Electric	Electricity Usage	09/30/2021 1,700.26
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 60.76
82621	All Protection Alarm	Alarm Monitoring	10/14/2021 116.45
82664	US Bank Corporate Payment Systems	Materials/Supplies	10/20/2021 85.18
ACH	Gary Payne	Equipment Repair/Maintenance	09/23/2021 570.00
			PAC Operations & Maintenance Total <u><u>2,603.10</u></u>



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
Sanitation		250	
82506	San Bernardino County Vehicle Svcs Dept	Fuel Charges	09/23/2021 1,559.54
82519	Frontier Communications	Telephone Service	09/23/2021 92.50
82529	Mission Linen Supply Inc.	Laundry Service	09/23/2021 250.70
82537	Southwest Gas Corporation	Natural Gas Usage	09/23/2021 69.23
82541	Verizon Wireless	Cell Phone Service	09/23/2021 329.22
82550	Car Quest Auto Parts	Vehicle Repair/Maintenance	09/30/2021 217.85
82564	Genuine Auto Parts	Vehicle Repair/Maintenance	09/30/2021 18.31
82567	USA Bluebook	Office Supplies	09/30/2021 645.70
82583	Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021 19.35
82584	Lumber City Corp.	Materials/Supplies	10/06/2021 36.83
82585	Grainger Inc.	Materials/Supplies	10/06/2021 204.68
82587	Haaker Equipment Co. Inc.	Materials/Supplies	10/06/2021 275.19
82591	Mission Linen Supply Inc.	Uniform Laundry Service	10/06/2021 273.24
82601	Bear Valley Electric	Electricity Usage	10/07/2021 856.07
82610	Lance Soll & Lunghard	2021 Audit Year End Field Work	10/07/2021 2,490.00
82612	Nestle Waters North America	Drinking Water	10/07/2021 409.80
82616	US Bank Corporate Payment Systems	CWEA Membership Renewal	10/07/2021 91.00
82618	San Bernardino County Vehicle Svcs Dept	Fuel Charges	10/14/2021 552.11
82619	City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021 47.80
82622	Bay City Equipment Industries	Equipment Maintenance	10/14/2021 273.07
82626	Butchers Blocks & Building Materials	Materials/Supplies	10/14/2021 2.25
82627	Bear Valley Electric	Electricity Usage	10/14/2021 2,488.11
82628	Bear Valley Printing Inc	Laminate Maps	10/14/2021 96.98
82630	Cintas Corporation	First Aid Supplies	10/14/2021 257.76
82633	Frontier Communications	Telephone Service	10/14/2021 603.21
82634	Golden Bell Products, Inc	Materials/Supplies	10/14/2021 3,418.70
82640	Mission Linen Supply Inc.	Laundry Service	10/14/2021 667.39
82641	Genuine Auto Parts	Vehicle Repair/Maintenance	10/14/2021 155.87
82650	Underground Service Alert Inc.	Underground Dig Alert Service	10/14/2021 265.45
82651	USA Bluebook	Office Supplies	10/14/2021 95.90
82655	Calolympic Glove & Safety Co	Materials/Supplies	10/20/2021 367.93
82658	Knights Automotive and Performance, Inc.	Vehicle Repair/Maintenance	10/20/2021 40.00
82664	US Bank Corporate Payment Systems	CWEA Membership Renewal	10/20/2021 91.00
		Sanitation Total	<u>17,262.74</u>
Village Streetscape Maintenance		291	
82537	Southwest Gas Corporation	Natural Gas Usage	09/23/2021 371.69
82583	Butchers Blocks & Building Materials	Materials/Supplies	10/06/2021 11.71
82589	Hitchin Lucerne, Inc.	Materials/Supplies	10/06/2021 154.85
82600	Big Bear Disposal Inc	Village Litter Containers	10/07/2021 1,574.80
82601	Bear Valley Electric	Electricity Usage	10/07/2021 659.70
82619	City of Big Bear Lake Dept of Water & Power	Water Usage	10/14/2021 1,067.30
82626	Butchers Blocks & Building Materials	Materials/Supplies	10/14/2021 4.49
82627	Bear Valley Electric	Electricity Usage	10/14/2021 780.68
82661	Nativescapes, Inc.	Pest Control Services	10/20/2021 240.00
		Village Streetscape Total	<u>4,865.22</u>
PEG		295	
82616	US Bank Corporate Payment Systems	Materials/Supplies	10/07/2021 236.41
		PEG Total	<u>236.41</u>



City of Big Bear Lake
Expenditure By Department
Checks Issued 09/22/2021 through 10/20/2021

Check#	Vendor/Employee	Transaction	Amount
Capital Projects			321
82525	L.Y. Environmental Inc.	Asbestos Surveys	09/23/2021 3,250.00
82536	S Porter Inc	Alpine Pedal Path Rathbun Creek Extension Construction	09/23/2021 110,865.00
82557	Intelesys One, Inc.	IT Server Replacement Project	09/30/2021 12,407.29
82595	Xylem Water Solutions USA Inc	Submersible Pump Replacement Project	10/06/2021 20,809.25
82615	Tom Dodson & Associates	Environmental Profesional Services	10/07/2021 625.00
82647	S Porter Inc	Alpine Pedal Path Rathbun Creek Extension Construction	10/14/2021 132,496.50
Capital Projects Total			<u>280,453.04</u>
Street Improvement Projects			350
82527	Matich Corporation	Street Rehabilitation Project	09/23/2021 117,249.76
82539	Transtech Engineers, Inc.	Moonridge Corridor Project	09/23/2021 1,312.00
82544	San Bernardino County Dept of Public Works	Cost Share/Chip Seal & Overlay	09/30/2021 9,938.05
82558	KOA Corporation	Moonridge Corridor Project	09/30/2021 3,966.89
82560	Matich Corporation	Street Rehabilitation Project	09/30/2021 79,495.36
82568	Vulcan Materials Company Inc.	Materials/Supplies	09/30/2021 2,222.35
82586	Granite Construction Company	Street Rehabilitation Project	10/06/2021 56,407.39
82590	Matich Corporation	Street Rehabilitation Project	10/06/2021 59,453.09
82609	KOA Corporation	Moonridge Corridor Project	10/07/2021 19,575.00
82611	LOR Geotechnical Group, Inc.	Street Rehabilitation Project	10/07/2021 5,275.00
82635	Granite Construction Company	Street Rehabilitation Project	10/14/2021 10,735.00
82638	LOR Geotechnical Group, Inc.	Moonridge Corridor Project	10/14/2021 3,450.40
82639	Matich Corporation	Street Rehabilitation Project	10/14/2021 85,120.38
82649	Transtech Engineers, Inc.	Moonridge Corridor Project	10/14/2021 4,320.00
Capital Projects/ Street Improvements Total			<u>458,520.67</u>
Refuse			550
82513	Bear Valley Tree Care, Inc.	Vegitative Debris Chipping and Disposal	09/23/2021 1,365.00
82526	Lynn Merrill And Associates, Inc.	WQMP Plan Check	09/23/2021 6,750.67
82529	Mission Linen Supply Inc.	Laundry Service	09/23/2021 50.14
82541	Verizon Wireless	Cell Phone Service	09/23/2021 71.56
82591	Mission Linen Supply Inc.	Laundry Service	10/06/2021 54.65
82600	Big Bear Disposal Inc	Residential Curb/Bin Service	10/07/2021 180,198.42
82610	Lance Soll & Lunghard	2021 Audit Year End Field Work	10/07/2021 2,490.00
82617	San Bernardino County Fire Protection District	Quarterly Hazardous Waste Removal	10/14/2021 5,197.32
82623	Big Bear Disposal Inc	Restroom Rentals	10/14/2021 101.01
82640	Mission Linen Supply Inc.	Laundry Service	10/14/2021 133.47
Refuse Total			<u>196,412.24</u>
Grand Total			<u>1,598,695.95</u>



**CITY OF BIG BEAR LAKE
TREASURER'S REPORT
September 30, 2021**

<u>DISTRIBUTION OF TREASURY CASH</u>	<u>Rate</u>	<u>Amount</u>	<u>% of Total</u>
Demand Account - Union Bank		\$ 634,439	3.26%
Imprest Cash - Union Bank Payroll		\$ 6,395	0.03%
Imprest Cash		\$ 1,525	0.01%
Dental Self Insured Checking		\$ 147,640	0.76%
Local Agency Investment Fund (LAIF)	0.206%	\$ 18,682,839	95.94%
Total Cash In Treasury:		\$ 19,472,838	100.00%

<u>INVESTMENT ACTIVITY</u>	<u>Days</u>	<u>Deposits</u>	<u>Withdrawals</u>
LAIF Average Life (Days) of Portfolio	321		
LAIF Transactions		\$0	\$1,550,000
Interest Received for Fiscal Year 2021-22		\$0	

- The aforementioned investments conform to the City's investment policy. (Res. 2021-61)
- Cash is sufficient to meet needs of the next 6 months.
- Interest earned on invested cash is accrued on a quarterly basis.

<u>DISTRIBUTION OF CASH BY FUND</u>	<u>September 2021</u>	<u>August 2021</u>	<u>Change</u>
General	\$ 13,351,004	\$ 13,681,555	\$ (330,551)
Sanitation	\$ 4,808,406	\$ 4,931,074	\$ (122,668)
Capital Improvement	\$ 308,814	\$ 871,434	\$ (562,620)
Refuse	\$ 359,412	\$ 617,915	\$ (258,503)
Trust	\$ 204,172	\$ 892,680	\$ (688,508)
Successor Agency	\$ 147,708	\$ 147,708	\$ -
AB 3229 Supp Law Enforce	\$ 293,322	\$ 283,529	\$ 9,793
Total Cash in Treasury:	\$ 19,472,838	\$ 21,425,895	\$ (1,953,057)

<u>CASH WITH FISCAL AGENT - RESERVE FUNDS</u>	<u>Cost Basis</u>	<u>Market Value</u>	<u>Current Yield</u>
2005 Revenue Refunding Bonds			
Big Bear Lake Reserve Fund	\$ 578,591	\$ 578,591	0.01%
Moonridge Reserve Fund	\$ 79,281	\$ 79,281	0.01%
1999 IA Tax Allocation Bonds	\$ 289,289	\$ 289,289	0.01%

Pursuant to California Government Code 53647 all local government agencies are required to report the current market value of investments under management by an outside party. The reserve funds for the aforementioned bond issues are held and managed by the City's Trustee, Union Bank.



CITY OF **BIG BEAR LAKE** *California*

Regular Meeting Minutes – October 4, 2021

A Regular Meeting of the City Council of the City of Big Bear Lake was called to order by Mayor Pro Tem Putz at 6:00 p.m., Monday, October 4, 2021, at the Civic Center, 39707 Big Bear Boulevard, Big Bear Lake, California.

OPEN SESSION

Flag Salute: Flag Salute led by Councilmember Melnick

Invocation: Invocation delivered by Liz Harris, Former Mayor and City Councilmember.

Councilmembers Present: Mayor Pro Tem Randall Putz
Councilmember Perri Melnick
Councilmember Bynette Mote

Councilmembers Participating Remotely: Mayor Rick Herrick
Councilmember Alan Lee

Others Present: Frank A. Rush, Jr., City Manager
Erica Stephenson, City Clerk
Stephen P. Deitsch, City Attorney

After Roll Call, City Manager Frank A. Rush, Jr. made a request to the City Council to remove Item 3.2 from the Agenda.

Motion made by Councilmember Melnick, seconded by Councilmember Mote, to approve the City Manager's request and remove Item 3.2 from the Agenda.

Said motion was approved by the following vote:

AYES: Melnick, Mote, Putz, Lee, Herrick
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATIONS

- Presentation of a Proclamation to Doves in Recognition of Domestic Violence Awareness Month.
- Presentation of a Proclamation Recognizing October 10 – 16 as Code Enforcement Officer Week.
- Presentation of a Proclamation Recognizing October as Community Planning Month.

- Presentation of a Proclamation Expressing Appreciation for All City Employees for Their Commitment and Service Throughout COVID-19.
- Presentation of a 20-year Employee Service Award to Harry Takenaka, Street Maintenance Worker II.
- Introduction of New City Employees:
 - James Massengill, Code Compliance Officer I – Tourism Management Department
 - George Harrison, Facilities/Parks Maintenance Worker – Public Services Department
 - Roger Palmer, Facilities/Parks Maintenance Worker – Public Services Department

At approximately 6:20 p.m., Councilmember Lee indicated that he was no longer remotely participating in the meeting.

PUBLIC HEARING

In an effort to remain consistent with the posted 6:30 p.m. start time of the public hearing item, Mayor Pro Tem Putz requested that the order of the agenda be modified, and that the 2022 City Council Redistricting presentation, discussion and public hearing be next up for consideration.

2.1 2022 CITY COUNCIL REDISTRICTING

City Council will conduct a public hearing, receive an overview, and formally begin the City's upcoming redistricting process. All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Decennial redistricting is required in an effort to balance the City's population within the 5 Council districts and ensure proper consideration for communities of interest. This will be the first of four required public hearings scheduled to allow for Council and community engagement, discussion, and legally-compliant district development.

At 6:31 p.m., Stephen Deitsch, City Attorney, introduced Scott Smith, BB&K Partner, and invited him to the podium make the public presentation. Scott Smith reviewed the redistricting process including the anticipated timeline of the potential map adoption, required meeting schedule and key deadlines Council and staff must meet in order to be in compliance; discussed redistricting rules and goals; and answered Council's questions.

At the hour of 6:54 p.m., Mayor Pro Tem Putz opened the Public Hearing. Seeing no public comment, Mayor Pro Tem Putz closed the Public Hearing.

Report was received and filed; no formal Council action was required for this Item.

PUBLIC COMMUNICATIONS

Marta Grunsky, Big Bear Lake resident, stated that the City is in need of an organized advocacy group for those that are not affiliated with the local business community, especially in regards to item 3.2 on the agenda; compared how the City Council of Cathedral City has handled vacation rentals to how the Big Bear Lake City Council has addressed residents' vacation rentals concerns; stated that full-time residents deserve the representation of the City Council.

Barbara Olsen, Big Bear Lake resident, approached Council regarding Item 3.2 (previously removed from the agenda); believes the proposed ordinance restricts property owners' rights and believes the noise ordinance that is currently in place is respected and reasonable.

Kenneth Olsen, Big Bear Lake resident, stated that he is against any new proposed ordinances that would further restrict property owners – including item 3.2 relating to noise.

Lori Hutchins, Big Bear Lake resident, indicated that she opposes item 3.2; urged Council to listen to the residents as she believes they [residents] are not being heard and represented.

1. CONSENT CALENDAR

Motion made by Councilmember Mote, seconded by Councilmember Melnick, to approve the Consent Calendar as follows:

1.1 APPROVAL OF DEMANDS – CHECK ISSUE DATE 09/09/2021 THROUGH 09/21/2021 IN THE AMOUNT OF \$909,246.12 AND THE AUGUST 2021 TREASURER’S REPORT

Approved.

1.2 APPROVAL OF MEETING MINUTES FROM THE SEPTEMBER 20, 2021 REGULAR MEETING OF CITY COUNCIL

Approved.

1.3 ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 – ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3, CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX AND TITLE 5, CHAPTER 5.02 – BUSINESS LICENSES TO PROVIDE ADDITIONAL CLARIFICATION AND ENSURE CONSISTENCY WITH THE NEW VACATION RENTAL ORDINANCE

City Council will consider adoption of an ordinance amending three sections of the Big Bear Lake Municipal Code. The proposed ordinance amendment is presented to provide additional clarification and ensure consistency with the new vacation rental ordinance that was approved by City Council on August 16, 2021. The new vacation rental ordinance is codified in Title 4, however, several other related ordinance provisions are included in Title 1, Title 3, and Title 5. The proposed revisions to Chapter 1.17 would modify the administrative citations section to allow email delivery, extend the time to file an appeal, reduce the required appeal deposit, and incorporate other minor adjustments. The proposed revisions to Chapter 3.20 clarify that vacation rentals are subject to the collection and remittance of transient occupancy tax (TOT) and tourism business improvement district (TBID) assessments, designate the City Manager to consider appeals, authorize payment plans for up to one year, and incorporate other minor adjustments. The proposed revisions to Chapter 5.02 would eliminate the requirement for the owners of self-managed vacation rentals to obtain a City business license, which is now incorporated into the annual vacation rental license and fee (\$550), and clarify the transferability of business licenses. City Council introduced the ordinance, conducted first reading, and waived further reading at the September 20, 2021 regular meeting.

Approved and adopted the following ordinance entitled:

ORDINANCE NO. 2021-497

**ORDINANCE AMENDING TITLE 1, CHAPTER 1.17 –
ADMINISTRATIVE CITATIONS AND HEARINGS, TITLE 3,
CHAPTER 3.20 – TRANSIENT OCCUPANCY TAX, AND TITLE 5,**

**CHAPTER 5.02 – BUSINESS LICENSES - TO PROVIDE ADDITIONAL
CLARIFICATION AND ENSURE CONSISTENCY WITH THE NEW
VACATION RENTAL ORDINANCE**

1.4 RESOLUTION EXTENDING DECKARD TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT

City Council will consider a formal resolution to extend the City’s professional services agreement with Deckard Technologies, San Diego, CA for vacation rental monitoring software. The City has utilized the *Rentalscape* software provided by Deckard to identify illegal vacation rentals and monitor other vacation rental issues since March 2, 2021, and that contract has expired. The proposed resolution authorizes a 1-year extension through October 5, 2022 at an annual cost of \$80,000. Sufficient funds are included in the FY 2021-22 adopted budget for the Tourism Management Department. This expense is fully supported by vacation rental license fee revenues.

Approved and adopted the following resolution entitled:

RESOLUTION NO. 2021-119

**RESOLUTION EXTENDING DECKARD TECHNOLOGIES
PROFESSIONAL SERVICES AGREEMENT**

1.5 RESOLUTION AUTHORIZING SUBMITTAL OF A CLAIM FOR GRANT FUNDS FROM THE 2017 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 PROGRAM FOR THE NEW MOUNTAIN TRANSIT BUS STOP

City Council will consider a formal resolution authorizing submittal of a grant reimbursement claim to the San Bernardino County Transportation Authority (SBCTA) for the new Mountain Transit bus stop located in front of the Stater Brothers grocery store on Big Bear Boulevard. In 2017, the City was awarded \$87,000 from the SBCTA Article 3 Transit Stop Access Program for the new bus stop, which has been constructed by Mountain Transit, in partnership with the City. The City would submit the claim in the amount of \$87,000, and these funds would then be remitted to Mountain Transit for bus stop project costs.

Approved and adopted the following resolution entitled:

RESOLUTION NO. 2021-120

**RESOLUTION AUTHORIZING SUBMITTAL OF A CLAIM FOR
GRANT FUNDS FROM THE 2017 TRANSPORTATION
DEVELOPMENT ACT (TDA) ARTICLE 3 PROGRAM FOR THE
NEW MOUNTAIN TRANSIT BUS STOP**

1.6 RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF BACKUP GENERATOR FOR SEWER LIFT STATION NO. 12 AND FINDING THE PROJECT EXEMPT FROM CEQA

City Council will consider a formal resolution authorizing the purchase of a replacement backup generator from Bay Cities Electric Works, Poway, CA, in the amount of \$36,548, and approving an agreement with Big Bear Electric, Big Bear City, CA, in an amount not to exceed \$29,183 for the installation. The sewer lift stations are critical infrastructure to ensure continuous and safe operation

of the City’s sanitary sewer system, and are equipped with backup electrical generators. The existing backup generator at Lift Station No. 12, located along Cove Drive, no longer functions and is in need of replacement. Sufficient funds for the replacement generator are included in the FY 2021-22 adopted budget and 5-Year Capital Replacement / Improvement Plan. The project is categorically exempt from the California Environmental Quality Act.

Approved and adopted the following resolution entitled:

RESOLUTION NO. 2021-121

**RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF
BACKUP GENERATOR FOR SEWER LIFT STATION NO. 12 AND
FINDING THE PROJECT EXEMPT FROM CEQA**

The Consent Calendar was approved by the following vote:

AYES: Mote, Putz, Melnick, Herrick
NOES: None
ABSTAIN: None
ABSENT: Lee

ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

3. DISCUSSION/ACTION ITEMS

3.1 2021-22 WINTER TRAFFIC MANAGEMENT, PARKING, AND ENFORCEMENT PLANS

City Council will receive an overview of the Big Bear Mountain Resorts (BBMR) winter Traffic Management Plan, which has been designed by BBMR, the City, the Sheriff’s Department, and consultants to optimize traffic flow during the peak winter season. The plan is similar to last year’s plan, and includes the use of traffic control signage, BBMR staff, and Sheriff’s Department staff to efficiently route traffic visiting Snow Summit and Bear Mountain. The City is also working with map application companies to implement the display of residential street closures on popular map applications, in an effort to deter visitor traffic from utilizing residential neighborhoods. In addition, the City will deploy additional Sheriff’s Department staff to popular snow play locations (Boulder Bay Park, Tulip Lane near Aspen Glen, The Village and Cherry Lane, and the Stanfield area) to enforce parking restrictions and prevent illegal snow play activities at these locations.

Sean Sullivan, Director of Public Services, discussed the City’s winter operations plans including the traffic management plan; reviewed the City’s snow and ice removal procedures; and explained the upcoming winter season enforcement plans that are being made in an effort to avert illegal snow play and illegal parking; and provided an overview of staff’s recommendations.

Sean Sullivan, Captain Mitch Dattilo, San Bernardino County Sheriff’s Department, and Wade Reeser, Big Bear Mountain Resort (BBMR) Chief Operations Officer, addressed Council’s concerns and questions.

At the hour of 7:38 p.m., Mayor Herrick recused himself due to a potential conflict of Interest.

Dan Corona, Big Bear Lake resident, stated that access to the hospital is restricted when Big Bear Mountain Resorts utilizes the Fox Farm parking lot.

3.1A RESOLUTION AUTHORIZING A TRAFFIC MANAGEMENT AND PARKING AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS

City Council will consider a resolution authorizing a formal Traffic Management and Parking Agreement with Big Bear Mountain Resorts. The agreement is similar to last year's agreement, and allows BBMR to engage in traffic control in several areas near the ski resorts and remote parking lots, in partnership with the City and the Sheriff's Department.

Motion made by Councilmember Mote, seconded by Councilmember Melnick, to approve staff's recommendation and adopt the following resolution entitled:

RESOLUTION NO. 2021-122

RESOLUTION AUTHORIZING A TRAFFIC MANAGEMENT AND PARKING AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS

Said motion was approved by the following vote:

AYES: Mote, Putz, Melnick
NOES: None
ABSTAIN: Herrick
ABSENT: Lee

3.1B RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS TO REIMBURSE THE CITY FOR TRAFFIC MANAGEMENT SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

City Council will consider a resolution authorizing full reimbursement of actual traffic management costs incurred by the City via its contract with the San Bernardino County Sheriff, estimated at approximately \$150,000 annually. All Sheriff's Department costs associated with winter traffic management near Snow Summit and Bear Mountain are funded 100% by BBMR.

Motion made by Councilmember Mote, seconded by Councilmember Melnick, to approve staff's recommendation and adopt the following resolution entitled:

RESOLUTION NO. 2021-123

RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG BEAR MOUNTAIN RESORTS TO REIMBURSE THE CITY FOR TRAFFIC MANAGEMENT SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

Said motion was approved by the following vote:

AYES: Melnick, Putz, Mote
NOES: None
ABSTAIN: Herrick
ABSENT: Lee

At the hour of 7:42 p.m., Mayor Herrick returned to the meeting.

3.2 ORDINANCE AMENDING MUNICIPAL CODE TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE – TO CLARIFY THE CITY’S NOISE ORDINANCE

City Council will consider reading the title, waiving further reading, and introducing an ordinance amending Title 9 of the Municipal Code to clarify the City’s noise ordinance. The proposed ordinance would apply to permanent homes, second homes, and businesses, and would generally prohibit noise disturbance in residential areas between 7 pm and 7 am, with limited exceptions. More stringent requirements are already in place for vacation rentals, and prohibit amplified music audible at the property line 24 hours per day.

This item was pulled from the agenda.

3.3 ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE

City Council will consider reading the title, waiving further reading, and introducing an ordinance adding new section 1.08.010 to the Municipal Code to authorize the prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a municipal code violation to recover reasonable attorney fees. The proposed ordinance amendment will be helpful in resolving public nuisance, vacation rental, transient occupancy tax, and other code violations, and places the cost burden on the offending party.

Stephen Deitsch, City Attorney, presented the item by explaining the purpose of this new suggested ordinance; stated staff’s recommendation and read aloud the title of the proposed ordinance.

Lori Hutchins, Big Bear Lake resident, sought clarification on the proposed ordinance and the reimbursement requirements.

Following Council discussion, a motion made by Councilmember Melnick, seconded by Councilmember Mote, to approve staff’s recommendations to read the title, waive further reading, and introduce the following ordinance entitled:

ORDINANCE NO. 2021-xxx

ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE

Said motion was approved by the following vote:

AYES: Putz, Mote, Melnick, Herrick
NOES: None
ABSTAIN: None
ABSENT: Lee

3.4 RESOLUTION ADOPTING THE CITY COUNCIL’S 2022 MEETING CALENDAR

City Council will consider a formal resolution to adopt the 2022 meeting calendar. The proposed 2022 meeting calendar includes regular City Council meetings on the first and third Monday of each month, except when there are conflicts with holidays. In 2022, meetings would not be held on the third Monday of January (Martin Luther King, Jr. Day), the third Monday of February (President’s Day), the first Monday of July (Independence Day), the first Monday of September (Labor Day), the third Monday of November (Thanksgiving week), or the third Monday of December (Christmas week). In addition, the second meeting held during the months of March, April, May, June, August, and October would be specifically reserved for focused Council discussion on significant issues and initiatives, including, but not limited to the City’s overall mission and vision, the annual budget and capital plan, comprehensive planning efforts, annual review of the vacation rental ordinance, Council appointments, joint meetings with the Planning Commission and/or DWP Board, and other significant and timely topics. Additional special Council meetings and workshops would be scheduled as needed or desired.

Erica Stephenson, City Clerk, reviewed the 2022 City Council meeting calendar, highlighting the City observed holiday conflicts and discussed staffs’ proposal to reserve the second meeting of the month to hold a more focused workshop style Council meeting.

Following Council discussion, a motion made by Mayor Herrick, seconded by Councilmember Mote, to approve staff’s recommendation and adopt the following resolution entitled:

RESOLUTION NO. 2021-124

**RESOLUTION ADOPTING THE CITY COUNCIL’S
2022 MEETING CALENDAR**

Said motion was approved by the following vote:

AYES: Melnick, Mote, Putz, Herrick
NOES: None
ABSTAIN: None
ABSENT: Lee

4. COMMENTS, ANNOUNCEMENTS & ADDITIONAL CITY BUSINESS

4.1 CITY CLERK , CITY ATTORNEY & CITY MANAGER COMMENTS

Erica Stephenson, City Clerk, informed Council that the application filing period for the Public Information Officer position has closed and the interview selection process is moving forward; believes the recruitment to be successful thus far.

Frank A. Rush, Jr., City Manager, elaborated on his City Manager report in respect to COVID-19 and discussed the goals of the upcoming City Council meeting schedule and stated that the next meeting will be set-up in more of a workshop style, and indicated that the future second meetings of each month will also be organized in the same workshop format; assured Council and the public that Halloween in the Village will occur; updated Council on the negotiations between Bear Valley Mutual Water Company lease and is hopeful this item will be brought to Council for discussion in November; thanked Council for supporting staff and adopting the employee proclamation and invited Council to attend the upcoming staff appreciation breakfast; reported on the progress of the multi-use paved pathway by Sandalwood and Big Bear Blvd.

4.2 COUNCILMEMBER BOARD/COMMITTEE REPORTS & COMMENTS

Councilmember Mote thanked Public Works staff for their hard work this past summer with street paving and gave kudos to Visit Big Bear on their re-branding efforts; provided details of the following upcoming community events: Twilight Safari at the Big Bear Alpine Zoo, Adventure Van Expo, The Spartan Race; congratulated Ella Powell for being crowned “Miss Big Bear”; highlighted the recent Economic Development Advisory Committee interviews and thanked all of the applicants; provided a brief overview of the meetings she recently attended including the Big Bear Area Regional Wastewater Agency (BBARWA), the League of California Cities Annual Conference and the Fire Authority Admin. Committee; reminded everyone that it is bear hibernation season and advised everyone to be careful; requested that the Village sidewalks be pressure washed.

Councilmember Melnick said she appreciates public engagement and participation during the Council meetings and stated that she can be reached by email at any time to address community issues; congratulated the varsity and junior varsity football teams on their homecoming wins and the middle school cross-country teams for their wins at league finals; recognized cross-country Coach Nettlebeck for his tremendous dedication and efforts with the team and encouraged the community to keep him in their thoughts and prays as he fights against brain cancer.

Mayor Herrick highlighted his attendance at the League of California Cities Conference; thanked staff and Council for accommodating and coordinating his remote participation in tonight’s meeting.

Mayor Pro Tem Putz also discussed the League of California Cities Conference and the various sessions he participated in; indicated that several Conference attendees were very complimentary of our City/Fire Authority staff.

ADJOURNMENT

There being no further business to come before the Council at this Open Session, Mayor Pro Tem Putz adjourned the meeting at 8:09 p.m.

Erica Stephenson, City Clerk



CITY OF **BIG BEAR LAKE** *California*

Regular Meeting Minutes – October 18, 2021

A Regular Meeting of the City Council of the City of Big Bear Lake was called to order by Mayor Herrick at 6:00 p.m., Monday, October 18, 2021, at the Civic Center, 39707 Big Bear Boulevard, Big Bear Lake, California.

OPEN SESSION

Flag Salute: Flag Salute led by Councilmember Melnick

Invocation: Invocation delivered by Pastor Tom Owens of Big Bear Foursquare Church

Councilmembers Present: Mayor Rick Herrick
Mayor Pro Tem Randall Putz
Councilmember Alan Lee
Councilmember Perri Melnick
Councilmember Bynette Mote

Others Present: Frank A. Rush, Jr., City Manager
Erica Stephenson, City Clerk
Stephen P. Deitsch, City Attorney

PUBLIC COMMUNICATIONS

Patrice Duncan, Sugarloaf resident, addressed Council regarding Councilmember Lee's perceived negative behavior towards his colleagues, City staff and community residents, and urged him to reflect on his recent conduct and start taking a different approach.

Kimberlee Kidd, Big Bear Lake resident, believes that it is imperative to actively include all residents in the Community Comprehensive Planning process; said its time for the City to pursue better participation strategies for Council meetings so that they can become more inclusive and accessible to all residents.

Matthew Vecchio, Big Bear Lake resident, introduced himself as a member of the Economic Development Advisory Committee and said he is looking forward to serving on this committee as he believes economic development is an important factor that should be addressed in the community.

Sue Hart, Big Bear Lake resident, expressed her disappointment in Code Compliances' response to complaints about a vacation rental near her home; said it's about time the City start enforcing the ordinances they adopt and take more punitive action for repeat offenders.

Matt Scriven, Big Beare Lake resident, shared his concerns regarding a potential conflict of interest for Councilmember Lee due to his perceived involvement with the political action committee, Big Bear Lake Together; said Councilmember Lee should recuse himself from discussions related to the pending lawsuit between the City and the Grocery Outlet.

1. DISCUSSION/ACTION ITEMS

1.1 REPLENISH BIG BEAR PROJECT

City Council will receive a presentation from project proponents and engage in discussion about the proposed Replenish Big Bear project, and will consider supporting this effort politically and financially.

The Replenish Big Bear project would treat domestic wastewater to a standard that exceeds drinking water standards, and approximately 650 million gallons of highly treated water would be retained in the Big Bear Valley rather than continuing the current practice of discharging wastewater off the mountain to Lucerne Valley. Retained water would be used to recharge local aquifers, Shay Pond, and Big Bear Lake, and the project would help to ensure adequate water supply in the Big Bear Valley in the future during drought periods. In addition to increasing local water supply, the project could also raise lake levels by up to 4 ½ feet during future drought periods. The total estimated cost of the project is approximately \$56 million, and the total cost would be shared among many partners, including the Federal government, State government, the Big Bear Area Regional Wastewater Agency (BBARWA), the Big Bear Lake Department of Water and Power (DWP), the Big Bear Municipal Water District (MWD), the Big Bear City Community Services District (CSD), and - if supported by the City Council - the City of Big Bear Lake. If the project receives sufficient support from the various partners, the project could be operational by late 2025.

City Council will provide direction to the City Manager regarding this project, and may take other related action as appropriate.

Frank A. Rush, Jr., City Manager, introduced David Lawrence, General Manager of the Big Bear Area Regional Wastewater Agency (BBARWA), Mike Stephenson, General Manager of the Big Bear Municipal Water District (MWD), and Reggie Lamson, General Manager of the Big Bear Lake Department of Water and Power (DWP), all of whom discussed the project in detail and outlined the history and the scope of the project, reviewed the proposed water treatment process and the goals of the project in relation to water sustainability and replenishment; discussed the cost estimate and potential funding opportunities; outlined the benefits that the project will have on the environment, the local economy and for the community as a whole; briefly reviewed the estimated completion timeline and the next steps the various partnering agencies can take to garner further support and funding; and answered a myriad of Council's questions.

Mayor Herrick indicated that he has had involvement with this project for approximately 15 years and noted that the estimated cost continues to increase significantly throughout the years and reminded everyone that delaying this project will attribute to increased construction costs.

Councilmember Melnick disclosed that she lives in close proximity to the lake and asked City Attorney Stephen Deitsch if she has a perceived conflict of interest which could preclude her from the item's discussion. Stephen Deitsch assured Council and the public that Councilmember Melnick does not have a conflict of interest, and that she may participate in the item's discussions. Councilmember Lee raised additional questions regarding potential conflicts of interest in relation to the Replenish Big Bear Project.

Mayor Pro Tem Putz sought clarification on the efficiency of the water treatment process and asked how much of the treated wastewater will be used to replenish the local water supply; questioned the cost of purchasing and importing water from another source off of the mountain.

Councilmember Melnick stated that this is an important project for water sustainability in the valley, and questioned the presenters as to what they thought someone's reasoning would be if they were opposed of the project.

Councilmember Mote asked what the estimated cost of the project will ultimately be if construction is delayed any further; questioned the expected life span for this project and asked what foreseeable maintenance requirements are included in the project's estimated cost of annual operation and maintenance.

Councilmember Lee expressed he is not comfortable with providing direction to the City Manager in regards to the project based on the current information presented; had questions and provided comments related to potential project funding sources; indicated he would like to see a breakdown of project funding sources that better display equity and fairness; asked that the estimated cost of the project include inflation.

Following further discussion, Mayor Herrick indicated that there appears to be a consensus for support of the Replenish Big Bear project.

Frank A. Rush, Jr., City Manager, indicated that a Memorandum of Understanding will be brought forth to Council at a future meeting for formal consideration.

1.2 COMMUNITY COMPREHENSIVE PLANNING PROCESS

City Council will receive a presentation from City staff and engage in discussion regarding the initiation of a new community comprehensive planning process for the City of Big Bear Lake.

The initial planning effort would determine the overall community vision, and would serve as the starting point for formal updates to the City's General Plan, which has not been updated in more than 20 years. With our community somewhat conflicted on our identity and future, this comprehensive planning effort is intended to develop community consensus and enable the City to proceed in accordance with our community's vision.

Susan O'Strander, Director of Community Development, reviewed the purpose of the General Plan and the adoption of the current General Plan along with its' guiding principles; discussed the different approaches that can be taken to update the General Plan including the advantages and disadvantages of each option, however, she recommended that an active and robust community visioning process be initiated regardless of the approved approach; asked for direction on the composition of the General Plan Advisory Committee; and illustrated seven (7) key questions that should be considered prior to moving forward with the General Plan update.

Council and staff engaged in a discussion regarding the timeline and initiation of the community visioning process and the roles, responsibilities and composition of the General Plan Advisory Committee.

Jim Eakin, Big Bear City resident, said that hiring a consultant and involving the residents is very important in respect to the General Plan update; believes a comprehensive review of the City's zoning map is in order.

Following further discussion, Mayor Herrick indicated that there appears to be a Council consensus for issuing a Request for Proposals (RFP) or a Request for Qualifications (RFQ) for community

visioning consultant services, for actively engaging the public in an effort to solicit as much public input as possible, expanding the membership of the General Plan Advisory Committee and also including a Native American representative and potentially forming a separate advisory committee comprised of members who live outside the City limits.

Frank A. Rush, Jr., City Manager, indicated that a Community Visioning Consultant RFP or RFQ will be prepared and included on a future Agenda for formal Council consideration, in addition to an item establishing the General Plan Advisory Committee.

2. COMMENTS, ANNOUNCEMENTS & ADDITIONAL CITY BUSINESS

2.1 GENERAL COUNCIL MEMBER COMMENTS

Mayor Herrick discussed his attendance at the City's Workforce Housing event and his recent communications with Assemblymember Thurston "Smitty" Smith and Senator Rosilicie Ochoa Bogh; stated that Assemblymember Smith, Senator Ochoa Bogh, and Congressman Obernolte have all expressed interest in the Replenish Big Bear Project; also indicated that California's latest draft District maps have the potential to change the City's Congressional and Assembly Districts.

Councilmember Mote shared upcoming community events including: the DOVES Starry Starry Night virtual auction, Breakthrough Task Force's "All Trick, No Treat", Lions Club's community pumpkin patch, Alpine Zoo's "Boo At The Zoo", Sothern California Mountains Foundation and Big Bear Trails "Treats and Trails", and Halloween in the Village; indicated her attendance at the California Joint Powers Insurance Authority's annual meeting and conference and the City's Workforce Housing event.

Councilmember Lee shared his attendance at a public safety and law enforcement conference in which he was the keynote speaker; discussed the Mountain Transit's "Fill the Bus" event; highlighted his recent Big Bear Community Unity Event and shared details regarding an upcoming Alzheimer's Association fundraising event on October 28 at the Big Bear Bar & Grill in which he is hosting in collaboration with Big Bear Hospice, Big Bear Lake Business Council, Mountain Health Resource Center and the Federation of Public Service Employees; discussed his recent communications with residents (some of which were vacation rental owners/operators) and representatives from AirBnB and VRBO regarding the pending citizen-led initiative and a recent meeting he had with Big Bear Lake Together; he also stated that Big Bear Lake Together has no relationship with the organization that is engaged in City litigation; requested that the meeting be adjourned in the memory of Gen. Colin Powell.

Mayor Pro Tem Putz thanked Councilmember Mote for attending the California Joint Powers Insurance Authority meeting and conference as the City's alternate delegate; provided highlights of the latest Southern California Association of Governments (SCAG) meeting he attended.

ADJOURNMENT

There being no further business to come before the Council at this Open Session, Mayor Herrick adjourned the meeting at 8:36 p.m. in honor of the former U.S. Secretary of State, Gen. Colin Powell.



CITY OF **BIG BEAR LAKE** *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.4

ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE

ACTION TO BE CONSIDERED

City Council will consider adoption of an ordinance adding new section 1.08.010 to the Municipal Code to authorize the prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a municipal code violation to recover reasonable attorney fees. The proposed ordinance amendment will be helpful in resolving public nuisance, vacation rental, transient occupancy tax, and other code violations, and places the cost burden on the offending party. City Council introduced the ordinance, conducted first reading, and waived further reading at the October 4, 2021 regular meeting.

RECOMMENDED MOTION(S)

Motion to adopt the Ordinance Amending Municipal Code Title 1 – General Provisions – to Authorize Recovery of Attorney Fees in Actions to Enforce the Municipal Code.

RESPONSIBLE STAFF Stephen Deitsch, City Attorney
Larry Vaupel, Director of Tourism Management

ADDITIONAL CITY MANAGER COMMENTS

The proposed ordinance is recommended by the City Attorney, and is simply another tool at the City's disposal to resolve code violations.

Council should note that City staff will need to explicitly indicate that attorney fees will be recoverable for the prevailing party at the initiation of any action. In practice, this will require judgment by City staff to provide appropriate indications to the violator, and I expect that this indication would not be provided at the time the citation is issued, but rather at such time that it appears that resolution will be protracted and likely result in adjudication by a third party.

It is also important for Council to note that this provision works both ways, and that the City may ultimately be responsible for the attorney fees of the other party. This potential will also require judgment by City staff, depending on the level of confidence that the City's action will be upheld.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Stephen Deitsch, City Attorney
Larry Vaupel, Director of Tourism Management

SUBJECT: Ordinance Amending Municipal Code Title 1 – General Provisions – to Authorize Recovery of Attorney Fees in Actions to Enforce the Municipal Code

BACKGROUND

The City may incur significant legal expenses attempting to abate violations of the Municipal Code. Typically, these cases are public nuisance cases that may take months or years to resolve, and may require Court action to bring about compliance. While fines and penalties help offset staff costs, there are often thousands of dollars in attorney fees that are ultimately borne by the taxpayers.

On October 18, 2021, City Council voted unanimously to introduce the ordinance, conduct first reading and waive further reading of the proposed ordinance as presented by staff.

DISCUSSION

The City Attorney recommends the following amendment to the Municipal Code to make those who fail to maintain compliance responsible to pay the attorneys' fees associated with their actions.

Addition of Section 1.08.010 of the BBLMC. The City Council of the City of Big Bear Lake hereby adds Section 1.08.010 to Chapter 1.08 [General Provisions] of Title 1 of the Big Bear Lake Municipal Code as follows:

“1.08.010 – Recovery of Attorneys' Fees.

A prevailing party in any judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of, a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, is entitled to recover reasonable attorneys' fees. Attorney's fees are not recoverable by any party as a prevailing party unless the City elects in writing to seek recovery of the city's attorney's fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorneys' fees in favor of any party. Unpaid attorney's fees shall constitute a debt that is collectible in any manner allowed by law.

FISCAL IMPACT

The amendment could result in a positive fiscal impact since attorneys' fees that are recouped will help offset the City's legal expenses.

ENVIRONMENTAL CONSIDERATIONS

Municipal Code amendments are ministerial acts and not considered a project under the California Environmental Quality Act.

ATTACHMENTS

1. Ordinance No. 2021-xxx
2. CEQA Notice of Exemption

ATTACHMENT 1

Ordinance No.
2021-xxx



CITY OF
BIG BEAR LAKE *California*

ORDINANCE NO. 2021-xxx

ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE

WHEREAS, the City of Big Bear Lake (“City”) is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Big Bear City Council believes that enforcement of the Big Bear Lake Municipal Code is a matter of local concern and serves important public purposes; and

WHEREAS, Government Code sections 38773.1 and 38773.5 provide that a city may, by ordinance, provide for the recovery of nuisance abatement costs, including attorneys’ fees, in any action, administrative proceeding, or special proceeding to abate a nuisance; and

WHEREAS, the City places a high value on protecting community character, land values, and the general public, health, safety and welfare, and has previously adopted numerous ordinances to help ensure such protection; and

WHEREAS, public nuisances, as designated by the Big Bear Lake Municipal Code occur regularly and require the City to take abatement action; and

WHEREAS, the City’s attorney fees incurred to abate public nuisances can be substantial and should be borne by the violator; and

WHEREAS, the City intends for this Ordinance to apply to all new and existing judicial actions, administrative proceedings, and special proceedings as provided by this ordinance; and

WHEREAS, the City Council desires to update the City’s code enforcement and nuisance abatement tools to help protect the public health, safety and welfare, and to ensure cost recovery to the fullest extent as authorized by law; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BIG BEAR LAKE DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Addition of Section 1.08.010 of the BBLMC. The City Council of the City of Big Bear Lake hereby adds Section 1.08.010 to Chapter 1.08 [General Provisions] of Title 1 of the Big Bear Lake Municipal Code as follows:

“1.08.010 – Recovery of Attorney Fees.

A prevailing party in any judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of, a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, is entitled to recover reasonable attorney fees. Attorney fees are not recoverable by any party as a prevailing party unless the City elects in writing to seek recovery of the city’s attorney fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney fees in favor of any party. Unpaid attorney fees shall constitute a debt that is collectible in any manner allowed by law.

SECTION 3. CEQA. Based upon the whole of the administrative record before it, the City Council hereby finds that this Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). The Ordinance is exempt because the code amendment is not a "project" as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change in the environment. In the event it is a “project”, the Ordinance is exempt pursuant to section 15061(b)(3), because it has no potential for causing a significant effect on the environment. Staff is hereby directed to prepare, execute and file with the San Bernardino County Clerk a CEQA Notice of Exemption within five (5) working days of the adoption of this Ordinance.

SECTION 4. Severability. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 5. Certification, Publication, and Effective Date. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in three places in the City in lieu of publication unless publication is requested by the City Council or otherwise required by law.

PASSED, APPROVED AND ADOPTED THIS 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing Ordinance No. 2021-xxx is a full, true and correct original of Ordinance No. 2021-xxx of the City of Big Bear Lake entitled:

ORDINANCE AMENDING MUNICIPAL CODE TITLE 1 – GENERAL PROVISIONS – TO AUTHORIZE RECOVERY OF ATTORNEY FEES IN ACTIONS TO ENFORCE THE MUNICIPAL CODE

was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the Clerk of Said City, all at a regular meeting of the said Council on the 1st day of November 2021, and that the same was so passed and adopted by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

I do hereby further certify that pursuant to the provisions of Section 36933 of the Government Code of the State of California that the foregoing Ordinance No. 2021-xxx was duly and regularly published according to law and the order of the City Council and circulated within the said City.

Erica Stephenson, City Clerk

ATTACHMENT 2

CEQA Notice of Exemption

CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Planning Department
City of Big Bear Lake
P. O. Box 10000
Big Bear Lake, CA 92315

Project Title:

An ordinance amending Municipal Code Title 1, Chapter 1.08- Recovery of Attorney Fees.

Project Location - Specific:

City-wide

Description of Project:

This action is approval of a Municipal Code Amendment to amend Title 1- General Provisions, to create Chapter 1.08 that establishes the ability for the City to collect attorneys' fees associated with the enforcement of the Municipal Code.

Name of Public Agency Approving Project:

City Council, City of Big Bear Lake

Exempt Status: (check one) (State type and section number)

XX Statutory Exemption.

Section: 15061(b)(3)

XX Categorical Exemption.

Section: 15303, Class 3 of CEQA Guidelines

Reasons why project is exempt:

The activity is not subject to CEQA because it is covered by the "common sense" rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

Lead Agency or Contact Person:

Sue O'Strander

Area Code/Telephone/Extension

(909) 866-5831

Date: November 1, 2021

Signature: _____



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.5

**RESOLUTION AUTHORIZING A NOTICE OF COMPLETION
FOR THE 2021 ANNUAL STREET REHABILITATION PROJECT**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution accepting the work as complete and authorizing the filing of a Notice of Completion for the 2021 Annual Street Rehabilitation Project. This project was a combination of efforts by Granite Construction Co., the general contractor for this project, and the City's Public Works Division crews that resulted in the rehabilitation of 4.63 miles of City streets this summer and fall. The project included the grinding and repaving of twenty-three (23) street sections as well as some ancillary work including striping, the adjustment of manholes and other utility covers, and minor drainage improvements. The total budget for this project was \$1,400,000 and the total project expenditures were \$1,313,983.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing a Notice of Completion for the 2021 Annual Street Rehabilitation Project.

RESPONSIBLE STAFF Sean Sullivan, Director of Public Services
Jared Cheek, Public Works Operations Manager
Israel Gomez, Associate Engineer

ADDITIONAL CITY MANAGER COMMENTS

Total project costs were \$86,017 below the approved budget, and these funds will be reserved for additional street rehabilitation activities in the future.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Sean Sullivan, Director of Public Services
Jared Cheek, Public Works Operations Manager
Israel Gomez, Associate Engineer

SUBJECT: Resolution Authorizing a Notice of Completion for the 2021 Annual Street Rehabilitation Project

BACKGROUND

The City's Capital Replacement / Improvement Program budget includes funding for an Annual Street Rehabilitation Project in the amount of \$1,400,000. Given the available budget, staff designed a project to pave 2" sections of asphalt on approximately 3.57 miles of City streets. Bids were solicited for this project in the spring of 2021 and on June 7, 2021, a construction contract was awarded to Granite Construction Co., Indio, CA, for the bid portion of the work, which focused primarily on preparation for paving including grinding or removing old asphalt and other appurtenant work. Historically, City Public Works crews have paved the asphalt surfaces and at the same meeting, a PO was issued to Matich Corporation, San Bernardino, CA, to furnish the necessary asphalt.

As staff reviewed the competitive bids for this project, the lowest bid for construction was approximately 47% below the Engineer's Estimate of Probable Construction Costs, putting the project below budget by about \$375,000. In an effort to take advantage of the competitive construction climate, staff designed and added an additional 1.06 miles of streets to the project for a total project of 4.63 miles.

Work commenced on this project in July 2021 and paving was completed on September 29, 2021. All utility adjustments and other supportive work have been completed and the work is ready to be accepted.

DISCUSSION

On June 7, 2021, the City Council awarded the necessary contracts and purchase orders to support the FY 2021-22 Annual Street Rehabilitation Project. The project included the placement of 2" of new asphalt on twenty-three (23) street segments totaling 4.63 miles of City streets. The contracts and purchase orders awarded included:

- Granite Construction Co., Indio, CA, for general construction
- Matich Corporation, San Bernardino, CA for furnishing asphalt material

Work on this project commenced in July 2021 and, as of October 19, 2021, all work is complete and ready to be accepted. The construction work included all milling of streets (21 sections), reconstruction of streets (2 sections), drainage improvement work, and adjustment of utilities. City crews paved all asphalt for the project.

There were two elements of additional work that were added during the course of construction:

1. Construction of a Cross Gutter on Sahuaro Way – During the Street Rehabilitation Project in 2020, a portion of Sahuaro Way was improved and resulted in some unanticipated drainage concerns. Staff designed and had Granite Construction Co. construct a cross gutter to better manage the flow of water. The cost of this work was \$11,300.
2. Drainage Improvements on Sand Canyon – During the course of construction, staff identified a failed drainage structure on Sand Canyon. In order to remedy the possible safety issues that could be caused by the failed drainage and to repair it prior to the street being paved, staff solicited proposals for this work. On September 20, 2021, the City Council awarded a contract to Romans Construction to complete these improvements for \$34,000. All work on the drainage improvements as well as the street paving have been completed.

The costs associated with the project are reflected in the table below

Item	Vendor	Budgeted Cost	Actual Cost	Variance
Construction	Granite Construction	\$ 494,515.00	\$ 494,515.00	\$ 0.00
Asphalt Material	Matich Corporation	\$ 807,075.00	\$ 780,672.00	(\$26,403.00)
Geotech Testing	On-Call Consultant	\$ 20,000.00	\$ 4,796.00	(\$15,204.00)
Unallocated Contingency Fund		\$ 78,410.00		(\$44,410.00)
Drainage Repairs	Romans Construction		\$ 34,000.00	
TOTAL		\$ 1,400,000.00	\$ 1,313,983.00	(\$86,017.00)

FISCAL IMPACT

Funding for this project is included in the approved FY 2021-22 Capital Replacement / Improvement Program budget in the amount of \$1,400,000. The total cost of completing this project was \$1,313,983 or \$86,017 (6.1%) below the approved budget.

ATTACHMENTS

1. Resolution No. 2021-XX
2. Notice of Completion

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING A NOTICE OF COMPLETION
FOR THE 2021 ANNUAL STREET REHABILITATION PROJECT**

WHEREAS, the City of Big Bear Lake maintains an annual Capital Replacement / Improvement Program, which for FY 2021-22 includes a budget of \$1,400,000 for the Annual Street Rehabilitation Project; and

WHEREAS, City staff designed a project to pave approximately 3.57 miles of City Streets and conducted a public bid process for this project; and

WHEREAS, the bids received for this project were highly favorable in that Granite Construction Co., Indio, CA, provided a bid that was 47% below the engineer's estimate of probable construction costs and the price of asphalt was consistent with estimates; and

WHEREAS, the favorable bid prices initially resulted in an estimated \$375,000 in savings for this project, and the City took advantage of competitive unit costs to complete additional work; and

WHEREAS, staff developed plans to include an additional 1.06 miles of street rehabilitation work, bringing the total mileage to 4.63 miles; and

WHEREAS, on June 7, 2021, the City Council awarded contracts and purchase orders to construct this project, including \$494,515 to Granite Construction Co. for general construction and \$807,075 to Matich Corporation, San Bernardino, CA, to furnish asphalt materials; and

WHEREAS, work commenced in July 2021, with Granite Construction Co. preparing all roadway segments for paving, City crews paving the asphalt, and Granite Construction Co. completing all necessary utility adjustments, additional drainage repairs, and appurtenant work; and

WHEREAS, all work was completed as of October 19, 2021, to the satisfaction of the City Engineer, and this project is recommended for acceptance; and

WHEREAS, after various minor change orders, the final expenditures for this project totaled \$1,313,983 out of a budget of \$1,400,000, resulting in a remaining project budget balance of \$86,017; and

WHEREAS, the next steps to finalize this contract are to file a Notice of Completion with the County Recorder and release all retained funds in accordance with the contract provisions.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby directs staff to:

1. File a Notice of Completion with the County Recorder for the Annual Street Rehabilitation Project.

ATTACHMENT 2

Notice of Completion

RECORDING REQUESTED BY:
Erica Stephenson, City Clerk

WHEN RECORDED, PLEASE MAIL TO:

City of Big Bear Lake
City Clerk
PO Box 10000
Big Bear Lake, CA 92315

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate state below in the property hereinafter described.
2. The FULL NAME of the OWNER is The City of Big Bear Lake
3. The FULL ADDRESS OF THE owner is 39707 Big Bear Blvd., P.O. Box 10000, Big Bear Lake, CA 92315
4. The NATURE of the INTEREST or ESTATE of the undersigned is:
City of Big Bear Lake and County of San Bernardino.
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

6. The full name and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed October 19, 2021.
8. The work of improvement completed is described as follows: ANNUAL STREET REHABILITATION PROJECT.
9. The NAME OF THE ORIGINAL CONTRACTORS, if any, for such work of improvement is Granite Construction, Co., Match Corporation, and City of Big Bear Lake Public Works.
10. The street address of said property is 23 street segments comprising 4.63 miles of City owned streets within the City of Big Bear Lake
11. The property on which said work of improvement was completed is in the City of Big Bear Lake, County of San Bernardino, State of California.

Date: _____ Signature of Owner or agent of owner _____

Verification for INDIVIDUAL owner _____, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice that I have read said notice, that I know and understand the contents thereof, and that the facts stated there in are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or estate in the property described in the above notice that I have read said notice, that I know and understand the contents thereof, and that the facts stated there in are true and correct.

Date and Place

(Signature of person signing on behalf of owner)



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.6

**RESOLUTION AUTHORIZING BID SOLICITATION
FOR DEMOLITION OF STRUCTURES LOCATED AT 794 AND 808 IRIS DRIVE**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution authorizing City staff to solicit bids for the demolition of structures at 794 and 808 Iris Drive, on the eastern edge of the Civic Center campus. Funding for this demolition project is included in the FY 2021-22 adopted budget (\$85,000), and the project would result in the demolition of 6 existing, deteriorated structures. This site will eventually be utilized for workforce housing, new City facilities, open space, and/or other City initiatives, and the demolition of the existing structures will provide the City with greater flexibility in the future. City staff will solicit bids this winter and return to City Council for the approval of a construction contract in early spring 2022. It is anticipated that the demolition will occur next spring or summer.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing Bid Solicitation for Demolition of Structures Located at 794 and 808 Iris Drive.

RESPONSIBLE STAFF Sean Sullivan, Director of Public Services
Jacky Chan, Associate Engineer

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF
BIG BEAR LAKE *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Sean Sullivan, Director of Public Services
Jacky Chan, Associate Engineer

SUBJECT: Resolution Authorizing Bid Solicitation for Demolition of Structures Located at 794 and 808 Iris Drive

BACKGROUND

The City of Big Bear Lake owns several properties surrounding the Civic Center Campus. Included in those properties are 794 and 808 Iris Drive, on which sits six (6) structures. The structures are residences previously occupied by Milton Hofert, who donated the property on which the Civic Center is constructed. The structures include two (2) residences and four (4) outbuildings, all of which have fallen into disrepair and no longer serve a functional purpose for the City. In addition, there are concerns related to trespassing and general safety in the area given the condition of the buildings.

Previous discussions related to City initiatives identified this property as an underutilized City asset that could be made available for other purposes or uses. That discussion further concluded that the current condition of the property and structures offers no value to the current or future uses of the site and that by removing those structures now, more interest may be generated in the site. Funding was included in the approved FY 2021-22 City budget for the demolition of structures located at 794 and 808 Iris Drive. The resolution presented for consideration by the City Council would authorize staff to conduct a public bid process for the demolition of these properties. Staff anticipates returning to the City Council with a contract for these services in spring 2022, with work commencing soon thereafter, as weather allows.

DISCUSSION

The FY 2021-22 City budget includes a total of \$85,000 for the demolition of structures at 794 and 808 Iris Drive. The structures include two (2) residential dwelling units and four (4) outbuildings that are uninhabited, in disrepair, and no longer serve a functional purpose to the City. The City desires to demolish the structures to eliminate any blight and safety concerns as well as to enhance their appearance to generate interest in the reuse of the site.

Staff has prepared bid documents and specifications related to the demolition of these facilities and is prepared to conduct a public bid for this project. During the review and preparation of this project, a hazardous materials survey was conducted on the buildings and the two residential structures were found to have detectable amounts of asbestos in certain building materials within

them. Staff is coordinating the abatement of these materials, which will be completed by a certified abatement contractor and in accordance with regulatory guidelines, and the work will be completed prior to the planned demolition.

The project review also concluded that one of the structures was included on a study of historical buildings that was completed in 2017. The buildings do not qualify as historic resources pursuant to CEQA but certain recommendations were included relative to the preservation of all or portions of the building or substantial documentation be completed if preservation of the structures is not feasible. As the preservation of these facilities is not feasible, staff is coordinating the proper documentation and review with the Big Bear Valley Historical Society. This review and documentation process will be completed prior to the demolition of the structures.

The bid documents for this project call for the full removal of the structures and all hardscape as well as the disconnection of all utilities. The site will have minor grading completed and mulch or groundcover will be placed upon it at the conclusion of the work. Upon approval of the resolution, staff will initiate a public bid process. It is anticipated that a construction contract would be issued in spring 2022 and the work would take place as soon as the weather allows. The anticipated duration of this project would be thirty (30) days or less.

FISCAL IMPACT

A total of \$85,000 is included in the FY 2021-22 City budget for this project.

ENVIRONMENTAL CONSIDERATIONS

These repairs are categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.1 as demolition and removal of individual small structures.

ATTACHMENTS

1. Resolution No. 2021-XX
2. CEQA Notice of Exemption
3. Location Map
4. Photos of Structures

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING
BID SOLICITATION FOR DEMOLITION OF STRUCTURES
LOCATED AT 794 AND 808 IRIS DRIVE**

WHEREAS, the City of Big Bear Lake owns several properties surrounding the Civic Center Campus including two (2) residential structures and four (4) outbuildings structures located at 794 and 808 Iris Drive; and

WHEREAS, the structures are in disrepair, pose a safety and trespass hazard, and are a general blight to the area; and

WHEREAS, there have been discussions about the potential reuse or redevelopment of this property; and

WHEREAS, no specific plans for this site have been determined, but the condition of the structures offer no value to the current or future use of the site and removing them now could generate new interest in the site; and

WHEREAS, the FY 2021-22 City budget includes a total appropriation of \$85,000 to demolish the structures located at 794 and 808 Iris Drive; and

WHEREAS, staff has developed plans and specifications for this project, and is coordinating all necessary activities including the appropriate hazardous materials assessment and related abatement, as well as a photo documentation process with the Big Bear Valley Historical Society; and

WHEREAS, staff is prepared to initiate a public bid process for this work and anticipates the award of a contract for these services spring 2022, with work commencing soon thereafter; and

WHEREAS, this project is categorically exempt pursuant to the California Environmental Quality Act as the demolition and removal of individual small structures.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. Staff is authorized to proceed with the bid solicitation for this project.
2. This project is exempt from the California Environmental Quality Act under Title 14 – Natural Resources Code, Division 6, Chapter 3, Article 19 – Categorical Exemptions, section 15301.1 as demolition and removal of individual small structures.

ATTACHMENT 2

CEQA Notice of Exemption

CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Engineering Division
City of Big Bear Lake
P. O. Box 10000
Big Bear Lake, CA 92315

Project Title:

Demolition of Structures Located at 794 and 808 Iris Drive

Project Location - Specific:

APN: 0307-111-36 and 0307-111-11

Description of Project:

This project involves demolition of two (2) residential dwelling units and four (4) outbuildings on a city owned parcel that are uninhabited and no longer serve a functional purpose to the City.

Name of Public Agency Approving Project:

City of Big Bear Lake, City Council

Exempt Status: (check one) (State type and section number)

Categorical Exemption. Section: 15301.1

Reasons why project is exempt:

These repairs are categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.1 as demolition and removal of individual small structures.

Lead Agency or Contact Person:

Sean Sullivan
Director of Public Services

Area Code/Telephone/Extension

(909) 866-5831 ext. 113

Date: November 1, 2021

Signature:

Sean Sullivan, Director of Public Services

ATTACHMENT 3

Location Map



1 SHED

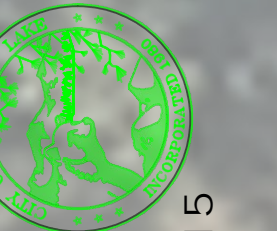
#1 HOUSE
794 IRIS

CARPORT

#2 SHED

#3 SHED

#2 HOUSE
808 IRIS



CITY OF BIG BEAR LAKE
BIG BEAR LAKE, CA
39707 BIG BEAR BLVD.
P.O. BOX 10,000
BIG BEAR LAKE, CA 92315

IRIS PROPERTIES REMOVAL
PROJECT
LOCATION MAP

NO.	DATE	REVISIONS BY	CHK'D	DESCRIPTION

DATE: 10/2021
JOB NO: 20.019
DRAWN: JC
DESIGN: -
CHECKED: ARA
SCALE: NTS



Know what's below.
Call before you dig.

ATTACHMENT 4

Photos of
Structures to be
Demolished











CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.7

**RESOLUTION AUTHORIZING THE PURCHASE OF
A NEW PUBLIC RESTROOM FACILITY TO SERVE THE STANFIELD CUTOFF AREA**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution authorizing a purchase order with the Public Restroom Company, Minden, NV, in the amount of \$208,865 for the purchase and installation of a new, prefabricated restroom facility in the Stanfield Cutoff area. The new restroom facility would be located at the existing parking area at the intersection of Stanfield Cutoff and Big Bear Boulevard on property the City is in the process of acquiring from the Municipal Water District. A total of \$250,000 is included in the FY 2021-22 adopted budget for this project, and Visit Big Bear will fund 50% of project costs via the new Tourism Enhancement Fund established in conjunction with the TBID renewal earlier this year. The new restroom facility would be installed in summer 2022.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing the Purchase of a New Public Restroom Facility to Serve the Stanfield Cutoff Area.

RESPONSIBLE STAFF Sean Sullivan, Director of Public Services
Jacky Chan, Associate Engineer

ADDITIONAL CITY MANAGER COMMENTS

I am pleased to make this project a reality, as it will meet a critical need in this area of Big Bear Lake and also further our goals to create a new City park in this area. I also greatly appreciate the cooperative spirit exhibited by both Visit Big Bear and the Municipal Water District, without which this project would not move forward at this time.



CITY OF
BIG BEAR LAKE *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Sean Sullivan, Director of Public Services
Jacky Chan, Associate Engineer

SUBJECT: Resolution Authorizing the Purchase of a New Public Restroom Facility to Serve the Stanfield Cutoff Area

BACKGROUND

The City of Big Bear Lake is working to finalize the transfer of multiple land assets to the City from the Municipal Water District (MWD), including the parking lot located at Stanfield Cutoff and Big Bear Boulevard, two boardwalks, and additional open space land adjacent to Stanfield Marsh. This area is a highly visited location given the existing amenities as well as its connection and proximity to the Alpine Pedal Path, and is believed to be a desirable location for the construction of a new public restroom.

Beginning in 2020, due to the increased visitation to the Big Bear Valley, temporary restrooms were placed at this location to be available to visitors. Visit Big Bear spearheaded and funded these temporary efforts from Tourism Impact Mitigation Funds and seeing the need for additional restroom facilities, is partnering with the City on this initiative and is contributing \$125,000 toward the cost of construction of a permanent restroom facility. Funding is included in the approved FY 2021-22 City budget in the amount of \$250,000 to complete this project.

Staff analyzed all options, including constructed-in-place facilities and prefabricated facilities, to meet the City's needs. Staff determined that a prefabricated facility will best meet the needs of the City not only at this location but at other locations where there may be the need or desire for additional public restrooms in the future.

DISCUSSION

In working to identify the appropriate solution for this need and location, staff reviewed several prefabricated restroom facility options. A prefabricated restroom is built and constructed offsite and installed at the final location when complete. Prefabricated restroom facilities have the same features and amenities of any constructed facility and, given the rise in construction costs, are generally more affordable than a constructed-in-place facility.

Staff has identified a facility that will meet the needs of the community and the available budget for this project and that is offered by the Public Restroom Company (Minden, NV). The Public Restroom Company has proposed a 3-stall facility, two of which are fully ADA compliant, that

can serve approximately 140 users per hour. Additionally, the facility would include two drinking fountains with one water bottle filler and appropriate heating facilities to enable year-round use in all weather. The Public Restroom Company has proposed to furnish and install this facility for \$208,865. Staff also received a proposal from StructureCast (Bakersfield, CA) and a comparable unit was approximately \$224,000. Staff solicited additional proposals from a third vendor, but did not receive any additional proposals.

If Council approves the attached resolution, staff will coordinate the final details and plans with the Public Restroom Company for the fabrication. Based upon the current construction timeline, the fabrication will take approximately 180-days, which would have it completed in May 2022. In the spring, as weather allows, Public Services staff will coordinate the construction of the concrete pad and the installation of the utility connections. Upon delivery, the Public Restroom Company would place the restroom building with a crane on the constructed pad and connect all utilities to make it ready to use. Allowing for the delivery and installation, staff anticipates that this facility would be available for public use by June 2022.

FISCAL IMPACT

Funding for this project is included in the approved FY 2021-22 City budget in the amount of \$250,000. Funding of \$125,000 is being made available by Visit Big Bear from the Tourism Impact Mitigation Fund. The additional \$125,000 is programmed from Measure Y proceeds, which is transient occupancy tax paid by overnight visitors to the City.

ENVIRONMENTAL CONSIDERATIONS

These improvements are categorically exempt from the California Environmental Quality Act (CEQA) under section 15303 as new construction of a small structure.

ATTACHMENTS

1. Resolution No. 2021-XX
2. CEQA Notice of Exemption
3. Restroom Rendering and Drawings
4. Location Map

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW
PUBLIC RESTROOM FACILITY TO SERVE THE
STANFIELD CUTOFF AREA**

WHEREAS, the City of Big Bear Lake is in the process of obtaining the Stanfield Cutoff parking lot, boardwalks, and additional open space from the Municipal Water District; and

WHEREAS, this is a heavily utilized area for walkers, cyclists, and visitors to the adjacent Alpine Pedal Path, and since 2020, Visit Big Bear has coordinated the occasional deployment of temporary restroom facilities to meet the needs of the community; and

WHEREAS, the City has developed a thorough capital improvement plan for this area which specifies multiple improvements including the installation of a public restroom facility; and

WHEREAS, staff has identified a prefabricated restroom facility from the Public Restroom Company, Minden, NV, that will offer 3-stalls, be fully ADA compliant, and serve approximately 140 users per hours; and

WHEREAS, the Public Restroom Company has proposed to furnish and install this facility at a cost of \$208,865; and

WHEREAS, this project is included in the approved FY 2021-22 City budget with funding of \$250,000, of which \$125,000 is provided by Visit Big Bear through Tourism Impact Mitigation Funds and the additional \$125,000 is provided through Measure Y TOT proceeds; and

WHEREAS, the remaining budget allocation will be utilized to construct the necessary site improvements and utilities to accommodate the restroom facility; and

WHEREAS, the anticipated fabrication timeline is approximately 180-days, and staff anticipates this facility being available for public use by summer 2022; and

WHEREAS, this project is categorically exempt pursuant to the California Environmental Quality Act as the new construction of a small structure.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The City Manager is authorized to execute a purchase order with the Public Restroom Company, Minden, NV, in the amount of \$208,865 for the purchase of a public restroom facility.
2. This project is exempt from the California Environmental Quality Act under Title 14 – Natural Resources Code, Division 6, Chapter 3, Article 19 – Categorical Exemptions, section 15303 as the new construction of a small structure.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 2

CEQA Notice of Exemption

CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Engineering Division
City of Big Bear Lake
P. O. Box 10000
Big Bear Lake, CA 92315

Project Title:

Stanfield Cutoff Restroom

Project Location - Specific:

APN: 0311-411-01 and 0308-231-29

Description of Project:

This project involves the purchase and installation of a prefabricated restroom facility at a highly visited location.

Name of Public Agency Approving Project:

City of Big Bear Lake, City Council

Exempt Status: (check one) (State type and section number)

XX Categorical Exemption. Section: 15303

Reasons why project is exempt:

This project is categorically exempt from the California Environmental Quality Act (CEQA) under section 15303 as the new construction of a small structure.

Lead Agency or Contact Person:

Sean Sullivan
Director of Public Services

Area Code/Telephone/Extension

(909) 866-5831 ext. 113

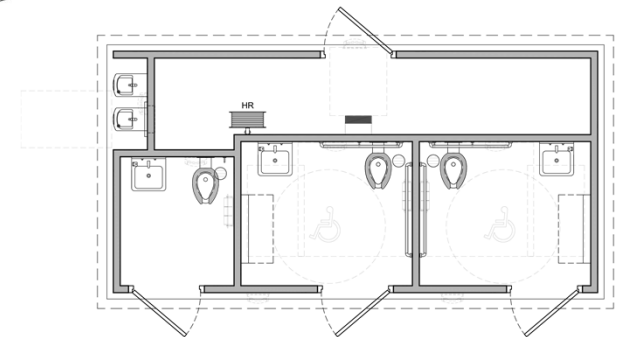
Date: November 1, 2021

Signature:

Sean Sullivan, Director of Public Services

ATTACHMENT 3

Restroom
Rendering and
Drawings



FLOOR PLAN

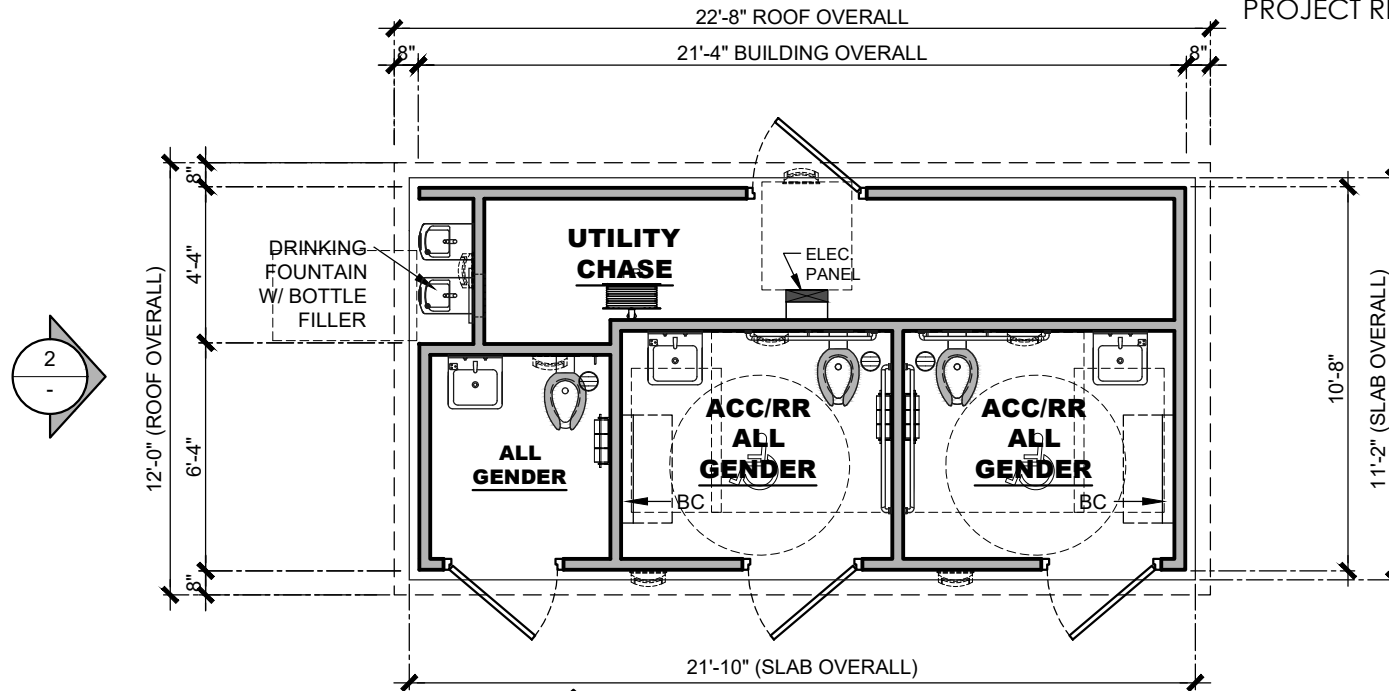
SCALE: NOT TO SCALE

RESTROOM BUILDING BG BEAR, CALIFORNIA STANFIELD CUTOFF CONNECTIVITY PROJECT

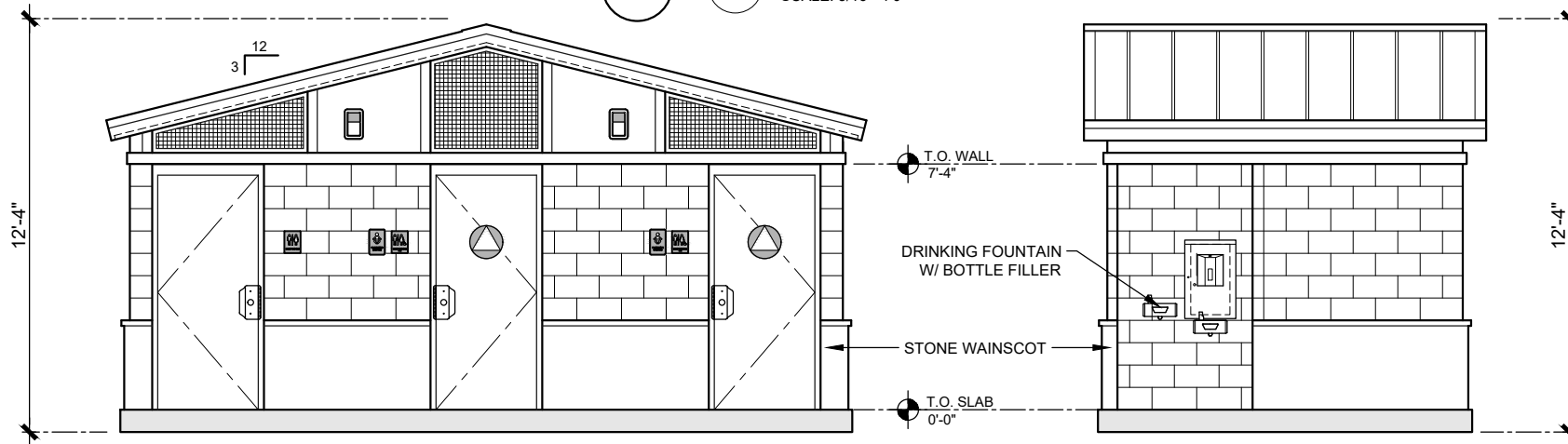


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www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN
SCALE: 3/16"=1'-0"



ELEVATION 1
SCALE: 3/16"=1'-0"

ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE: **RESTROOM BUILDING**
PROJECT: **STANFIELD CUTOFF CONNECTIVITY PROJECT
BIG BEAR, CA**

REVISION #
1
PROJECT #:
10854

REVISION **8/30/2021**
DATE:
DRAWN BY: EOR
START DATE: **7/10/2020**
DRAWN BY: EOR

SHEET#
A-1
MAX. PERSON / HOUR:
180 M

ATTACHMENT 4

Location Map



CITY OF BIG BEAR LAKE
 BIG BEAR LAKE, CA
 39707 BIG BEAR BLVD.
 BIG BEAR LAKE, CA 92315

STANFIELD CUTOFF RESTROOM
 PROJECT

LOCATION MAP

NO.	DATE	BY	CHK'D	DESCRIPTION

DATE: 10/2021
 JOB NO: 21.011
 DRAWN: JC
 DESIGN: -
 CHECKED: ARA
 SCALE: NTS





CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.8

**RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS
FOR CONSULTING SERVICES FOR A NEW COMMUNITY VISIONING PROCESS**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution authorizing City staff to issue a Request for Qualifications (RFQ) for consulting services to lead an inclusive process to develop a new vision for our community. The overall community vision was last updated in 1996, more than 25 years ago, and much has changed in our community and our society since that time. The selected consultant will lead the Council, staff, and the community through a process that will include numerous strategies and opportunities for public participation in the development of a new community vision. The new community vision will be developed over a 6+ month period in 2022, and is the crucial first step in the planned development of a new General Plan for the City. City staff would solicit qualifications from experienced consulting firms, review and score the responding firms' qualifications, conduct interviews, negotiate a contract with the selected firm, and present a contract recommendation to the City Council in late winter or early spring 2022.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing Issuance of a Request for Qualifications for Consulting Services for a New Community Visioning Process.

RESPONSIBLE STAFF Sue O'Strander, Director of Community Development

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Sue O'Strander, Director of Community Development

SUBJECT: Resolution Authorizing Issuance of a Request for Qualifications for Consulting Services for a New Community Visioning Process

BACKGROUND

Each city and county in California must “adopt a comprehensive, long-term general plan for the physical development” of the community and update it periodically. The City of Big Bear Lake’s General Plan was last adopted in 1999. That comprehensive document was preceded by an extensive community visioning effort, which occurred in the mid-to-late 1990s.

At a workshop on October 18, 2021, the City Council reviewed and discussed some goals and expectations from the previous community vision report (dated 1996). While some of the goals are still valid, many are outdated and need to be updated. Over time, the community composition has changed and the current General Plan is now more than 20 years old. Council members indicated that it is important to re-evaluate the community vision to update the foundation for the City’s future goals and policies for the next 20-year period. At the conclusion of the workshop, the City Council directed staff to return with an authorization to issue a Request for Qualifications (RFQ) to initiate the process to develop a new vision for our community.

DISCUSSION

A robust visioning effort – inclusive of all community members – is key in identifying the needs and concerns of all stakeholders. The visioning process should be comprehensive and provide ample and multiple opportunities for engagement.

The selected consultant would lead the Council, staff, and the community through various approaches to facilitate public participation in the development of a new community vision. There are many methods to create engagement opportunities throughout the community. For example, online communication via a dedicated webpage, focused workshops, polls, and charrettes are just some of the various strategies available.

In addition, it will be important for all outreach activities to be open, transparent, and welcoming of all community members. Oftentimes, the most outspoken community members are over-represented in the various forums. Therefore, the ability to create a safe listening environment, inclusive of each demographic segment, is also important so that minority voices will have equal opportunity to participate by sharing their thoughts and concerns.

The anticipated timeframe for the new community vision is at least six months. This may extend a few months depending on the amount and complexity of outreach needed to ensure the desired participation by all community members.

The RFQ focuses on the community visioning process. It is important to assess the community vision accurately, as this process represents the first step leading to an updated or new comprehensive General Plan for the City. Therefore, the selected consultant must be able to navigate the necessary steps to comprehensively document and share the community's goals and expectations to support Big Bear Lake's planning process.

FISCAL IMPACT

None for solicitation of bids, however, the total cost for the development of the new community vision is expected to be in the \$100,000 - \$200,000 range.

The goal is to approve selection of a qualified consultant and award a contract by February or March 2022. Composition and establishment of the General Plan Advisory Committee is also anticipated to coincide with or closely follow the consultant selection.

An appropriate budget amendment will be presented for City Council consideration in conjunction with a consulting contract recommendation.

ENVIRONMENTAL CONSIDERATIONS

None requiring review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

1. Resolution No. 2021-XX

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST
FOR QUALIFICATIONS FOR CONSULTING SERVICES FOR
A NEW COMMUNITY VISIONING PROCESS**

WHEREAS, in 1996, an extensive community-wide visioning effort preceded the currently adopted City of Big Bear Lake General Plan; and

WHEREAS, in 1999, pursuant to Section 65300 of the State Planning and Zoning Law (Division 1 Title 7 of the California Government Code) the City of Big Bear Lake adopted a General Plan providing guidelines and policies for future growth and build-out to the year 2020; and

WHEREAS, on October 18, 2021, the City Council reviewed the 1996 community vision report and discussed the guidelines and vision from the 1999 General Plan, and concluded that it is timely for the community vision to be updated; and

WHEREAS, the City desires to solicit qualifications from experienced consulting firms for the purpose of a comprehensive visioning effort, inclusive of all community members, which shall be thorough and provide multiple opportunities for community engagement; and

WHEREAS, the City desires the resulting community visioning process to be the first step leading up to an updated or new comprehensive General Plan for the City of Big Bear Lake.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Manager or his designee is hereby authorized to issue a Request for Qualifications for consulting services for a new community visioning process.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.9

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT
FOR THE MOONRIDGE CORRIDOR IMPROVEMENT PROJECT**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution authorizing a budget amendment in the amount of \$262,489 for the Moonridge Corridor Improvement Project. The City now expects to receive a larger allocation from the American Rescue Plan Act (ARPA) than originally anticipated, and these funds would augment ARPA funds previously programmed (\$1,000,000) for water and storm water infrastructure improvements associated with the Moonridge project.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing a Budget Amendment for the Moonridge Corridor Improvement Project.

RESPONSIBLE STAFF Kelly Ent, Director of Administrative Services

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Kelly Ent, Director of Administrative Services

SUBJECT: Resolution Authorizing a Budget Amendment for the Moonridge Corridor Improvement Project

BACKGROUND

On June 7, 2021, the City Council adopted the annual operating budget for Fiscal Year 2021-22 and the 5-Year Capital Replacement / Improvement Plan. This budget included a \$9 million appropriation for the Moonridge Corridor Improvement Project which anticipated funding of \$1,000,000 from the American Rescue Plan Act (ARPA). The ARPA allocations have been finalized, and the City will receive an additional \$262,849 for the storm drainage facilities to be constructed as part of this project.

DISCUSSION

The adopted budget for the Moonridge Corridor Improvement Project includes \$4.8 million in locally generated TOT, \$3.2 million from the San Bernardino County Transit Authority (SBCTA) Measure I Major Local Highways Program, and \$1 million from ARPA. The ARPA funding allocation will be \$1,262,849. The additional funding will offset the local revenue contribution for this project and necessitates an amendment to the Fiscal Year 2021-22 adopted budget.

FISCAL IMPACT

The City will receive an additional \$262,849 from ARPA which was not anticipated upon adoption of the Fiscal Year 2021-22 budget. This will offset the use of local revenue appropriated for the Moonridge Corridor Improvement Project. The replacement of the General Fund Transient Occupancy Tax (TOT) revenue appropriation with ARPA funding makes the retained TOT available for other funding needs.

ENVIRONMENTAL CONSIDERATIONS

None requiring review under California Environmental Quality Act (CEQA).

ATTACHMENT

1. Resolution No. 2021-XX

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT
FOR THE MOONRIDGE CORRIDOR
IMPROVEMENT PROJECT**

WHEREAS, on June 7, 2021, the City Council adopted the annual operating budget for Fiscal Year 2021-22 and 5-Year Capital Replacement / Improvement Plan; and

WHEREAS, the Fiscal Year 2021-22 City budget and 5-Year Capital Replacement / Improvement Plan include a \$9 million appropriation for the Moonridge Corridor Improvement Project; and

WHEREAS, funding in the adopted budget included an estimated amount of \$1,000,000 from the American Rescue Plan Act (ARPA) for water infrastructure and storm drainage facilities to be constructed in the Moonridge Corridor; and

WHEREAS, the actual amount of ARPA funding allocated to the City of Big Bear Lake is \$1,262,849; and

WHEREAS, a budget amendment is necessary to update the budget to include the additional ARPA funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the adopted budget for the Moonridge Corridor Improvement Project shall be amended to include additional ARPA funding allocated to the City of Big Bear Lake. The amended budget shall be as follows:

General Fund TOT	\$3,077,751
Measure Y TOT	\$1,459,400
American Rescue Plan Act (ARPA)	\$1,262,849
Measure I Major Local Highways Program	<u>\$3,200,000</u>
Total Project Budget	<u>\$9,000,000</u>

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Erica Stephenson, City Clerk



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Chair Lee and Members of the Successor Agency to the Big Bear Lake Improvement Agency

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 2.10

2020 COMPLIANCE REPORT – MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX

ACTION TO BE CONSIDERED

The Successor Agency will receive and file the 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The report includes required information regarding the occupancy, income levels, and other activities associated with the housing development. The report indicates compliance with all project requirements. No formal action is necessary.

RECOMMENDED MOTION(S)

Motion to receive and file the 2020 Compliance Report – Mountain Meadows Senior Housing Complex.

RESPONSIBLE STAFF Kelly Ent, Director of Administrative Services

ADDITIONAL CITY MANAGER COMMENTS

City staff have reviewed the 2020 Compliance Report, and have determined that the project continues to meet all applicable requirements outlined in the project Development Agreements.

As a result of comments by Council Member Lee at the September 20 meeting, we have attached several additional documents regarding the Successor Agency, the Mountain Meadows housing complex, and The Crossings housing complex. These documents were also emailed to City Council separately on October 19.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Chair and Members of the Successor Agency to the Big Bear Lake Improvement Agency

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Kelly Ent, Director of Administrative Services

SUBJECT: 2020 Compliance Report – Mountain Meadows Senior Housing Complex

BACKGROUND

Each year, Mountain Meadows Senior Housing Complex is required to submit a Compliance Report (attached) to the Successor Agency of the Big Bear Lake Improvement Agency. The attached report has been prepared to indicate compliance with the Development Agreements entered into between Mountain Meadows Senior Housing Complex Partners, Ltd. and the Big Bear Lake Improvement Agency in 1997 and 1999.

On September 20, Councilmember / Successor Agency Chair Lee requested additional information about the Mountain Meadows Senior Housing Complex before entertaining a motion to receive and file the 2020 Compliance Report. Additional information regarding the former redevelopment agency and Successor Agency as well as the compliance requirements for the two remaining housing projects (Mountain Meadows Senior Housing Complex and The Crossings at Big Bear Lake) was forwarded to the City Council / Successor Agency via email and is also attached to this agenda report.

To summarize, the Successor Agency was formed February 1, 2012 as a result of California legislation eliminating redevelopment agencies statewide. The purpose of the Successor Agency is to dissolve the redevelopment agency by winding down the affairs of the former Big Bear Lake Improvement Agency. Today, nearly ten years later, the role of the Successor Agency is very limited. Only the two outstanding projects remain, and all financial (repayment of the two outstanding debt obligations that will be fully retired in 2025 and 2029) and administrative tasks are handled by the City's Administrative Services Department under the guidance of the Countywide Oversight Board and the California Department of Finance. The only other responsibility for the City is to review the annual compliance reports submitted by the two housing projects. This responsibility is vested in the City Manager / Executive Director. There is no requirement for the City Council / Successor Agency to approve the reports; however, in the interest of transparency these reports are transmitted to the City Council / Successor Agency annually.

DISCUSSION

The 2020 Compliance Report for the Mountain Meadows Senior Housing Complex includes resident status reports and compliance certifications, the development's Income Statement and

Balance Sheet, as well as the Independent Auditor's Report. The report also contains the residents' 2020 Annual Income Certification. Income and age information specific to each resident has been removed from this attachment due to the confidential nature of this information.

The Administrative Services Department performed a review of 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The analysis primarily consisted of verifying that resident income levels were compliant with the San Bernardino County 2020 Affordability Guidelines issued annually by the U.S. Department of Housing and Urban Development. This review found Mountain Meadows Senior Housing Complex to be in compliance with the required very low-, low- and moderate-income levels and all of the residents listed on the Annual Income Statement met the age criteria of a "Qualified Resident" or a "Senior Citizen" as defined by California Civil Code Section 51.3.

FISCAL IMPACT

There is no fiscal impact. No formal action is necessary.

ENVIRONMENTAL CONSIDERATIONS

None requiring review under California Environmental Quality Act.

ATTACHMENTS

1. 2020 Compliance Report for the Mountain Meadows Senior Housing Complex
2. Additional information forwarded to City Council / Successor Agency:
 - a. Summary Document – History, purpose, roles, etc. of the Successor Agency
 - b. Summary Memorandum – Mountain Meadows Senior Housing Complex
 - c. Summary Memorandum – The Crossings at Big Bear Lake
 - d. Previous Submitted Compliance Reports
 - i. 2019 Compliance Report for the Mountain Meadows Senior Housing Complex
 - ii. 2018 Compliance Report for The Crossings at Big Bear Lake
 - iii. 2019 Compliance Report for The Crossings at Big Bear Lake

ATTACHMENT 1

2020 Compliance
Report - Mountain
Meadows Senior
Housing Complex

**2020
COMPLIANCE
REPORT**

**SUBMITTED TO THE
CITY OF BIG BEAR LAKE**

FOR

Mountain Meadows

Senior Housing Complex

764 & 798 Pine Knot Avenue

Big Bear Lake, CA 92315

July 1, 2021

798 Pine Knot Avenue
P. O. Box 134401
Big Bear Lake, CA 92315

The Northridge Group, Inc.

(909) 866-0050
Fax (909) 866-8567
northridgegroupinc@verizon.net

July 1, 2021

FRANK A. RUSH, JR.
CITY MANAGER
CITY OF BIG BEAR LAKE
39707 BIG BEAR BLVD.
BIG BEAR LAKE, CA 92315

**RE: MOUNTAIN MEADOWS SENIOR
HOUSING COMPLEX
2020 COMPLIANCE REPORT**

Dear Mr. Rush:

Once again we are extremely pleased to present our Twenty First Annual Compliance Report to the City of Big Bear Lake for its review and as required by our Development Agreements.

For your information, The Northridge Group, Inc. continuously monitors our occupancy rates, residents' marital status, income levels and age groups. The results of last year's statistics are reflected in Section 1 of our report. Pursuant to our Agreement, all of our tenants are required to re-qualify each year and we are pleased to report that all of our existing tenants qualify under the guidelines approved by the City. In addition, as you can see by our Resident Statistic Information Seventy Five Percent (75%) of our tenants come from Big Bear Lake, have immediate family that live in Big Bear Lake or live in the valley or have immediate family that reside in the valley. The Northridge Group, Inc. firmly believes that affordable housing particularly for our senior population, is a valley wide issue and the Council and in their role as former Improvement Agency Members who have continued to support Mountain Meadows and its unique approach to providing a project that is one hundred percent (100%) affordable, should indeed be congratulated for their vision and support.

Another important element in this report is that according to the 2020 Affordability Guidelines issued for the San Bernardino County by HUD, Ninety Five Percent (95%) of the tenants benefited from this program are classified in the Extremely Low, Very Low and Low Income limits.

Please note as in the last previous years submittals, this report treats both phases as one project versus two phases with units of twenty-four (24) and fifty-one (51) respectively. *With this in mind*, the occupancy rates, residency statistic, certificates of continuing compliance, operations budget, balance sheet and income statement represent seventy-four (74) rental units and one (1) designated as the manager's unit.

FRANK A. RUSH, JR.
CITY MANAGER
CITY OF BIG BEAR LAKE
PAGE 2
July 1, 2021

Section 1 of this submittal also demonstrates how well our programs of income/age restrictions and residency status are working. These innovative programs guarantee that the former Improvement Agency's investment in this development not only exceeds the low and moderate income required by State statutes, but insures that long term senior residents of the City of Big Bear Lake are "first up" if you will, when a unit becomes available. This is evidenced in the enclosed graphs and exhibits in this Section. *Furthermore*, as noted above and reflected in our Certificate of Continuing Compliance Program (please see Section 2), all of our residents clearly qualify under the guidelines approved by the Agency in 1997 and 1999.

To insure compliance with our Development Agreements this report contains our Residents Compliance Certifications, Resident Status Reports, the Development's Income and Balance Sheet for the fiscal year ended December 31, 2020. We have also included the Operating Budget for year 2021. Lastly, but certainly not least, we have enclosed our 2020 Independent Audit Report, which was conducted and prepared by Munson, Eisenman & Giangrande, LLP, Certified Public Accountant with heavy experience in governmental agencies auditing, with offices located in Orange County, California.

In closing, The Northridge Group, Inc. looks forward to reviewing this report with you, your Senior Staff, to the prudent extent you or they may deem necessary.

Very truly yours,

THE NORTHRIDGE GROUP, INC.

MARY JO JAHN
President

/mjj

Enclosures

TABLE OF CONTENTS

**SECTION 1 AFFORDABILITY GUIDELINES
RESIDENT OCCUPANCY AND STATISTICS;
INCOME, AGE AND MARITAL STATUS**

**SECTION 2 CERTIFICATION OF RESIDENTS CONTINUING
COMPLIANCE PROGRAM**

***Please note, this section contains confidential information on
Residents and should not be released to the public without
authorization.**

**SECTION 3 BALANCE SHEET, PROJECT INCOME STATEMENT,
AND OPERATING BUDGET**

**SECTION 4 TWENTY FIRST ANNUAL INDEPENDENT
FINANCIAL AUDIT REPORT**

SECTION 1

**AFFORDABILITY GUIDELINES, RESIDENT
OCCUPANCY AND STATISTICS; INCOME,
AGE AND MARITAL STATUS**

Mountain Meadows Senior Housing Complex

Annual Reports for 2020

Monthly Occupancy Rates

January	74.0	100%
February	73.9	100%
March	73.5	99%
April	72.2	98%
May	71.9	97%
June	74.0	100%
July	73.7	100%
August	73.0	99%
September	73.3	99%
October	73.7	100%
November	73.5	99%
December	74.0	100%

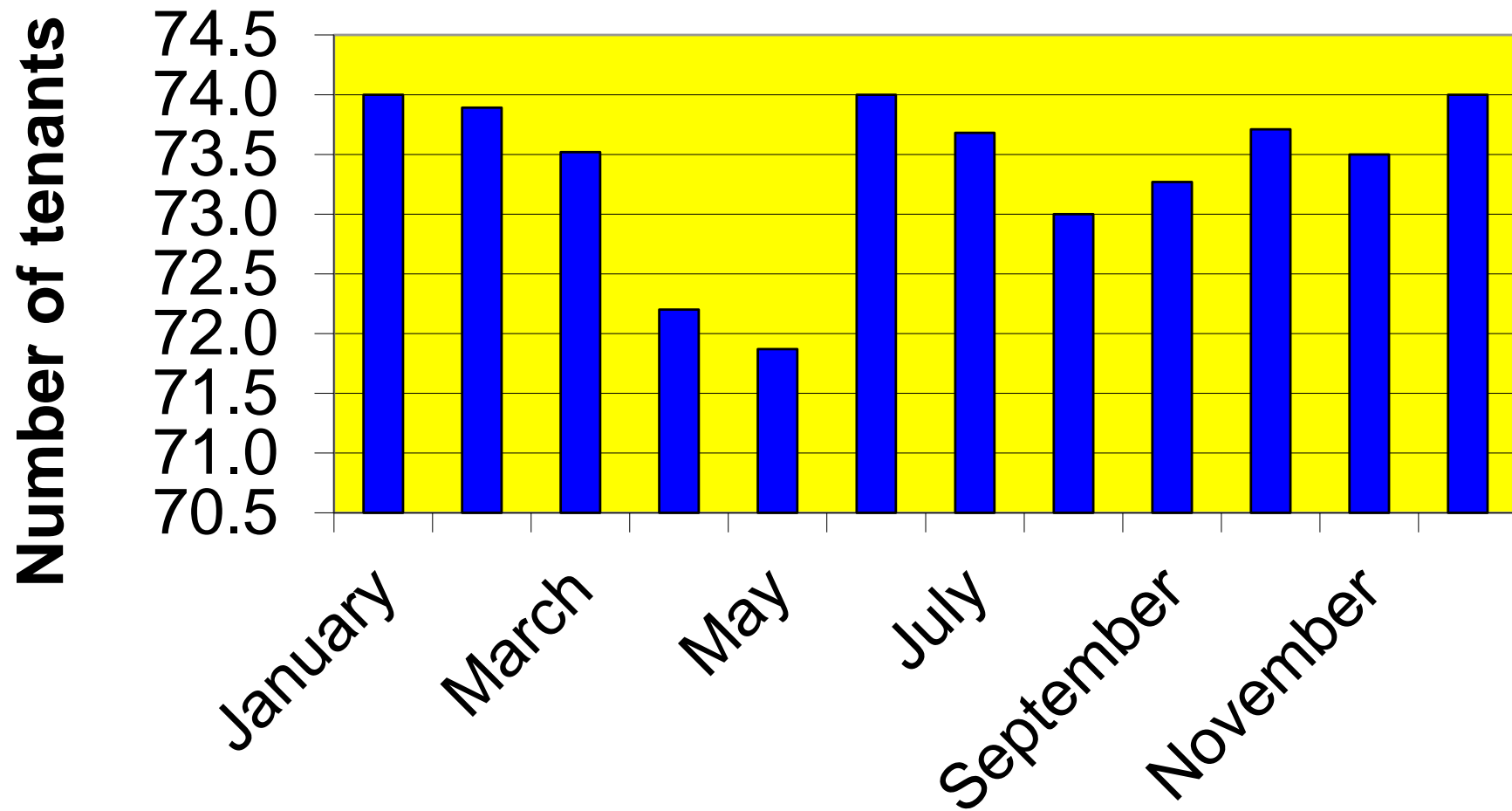
MAXIMUM OCCUPANCY

74

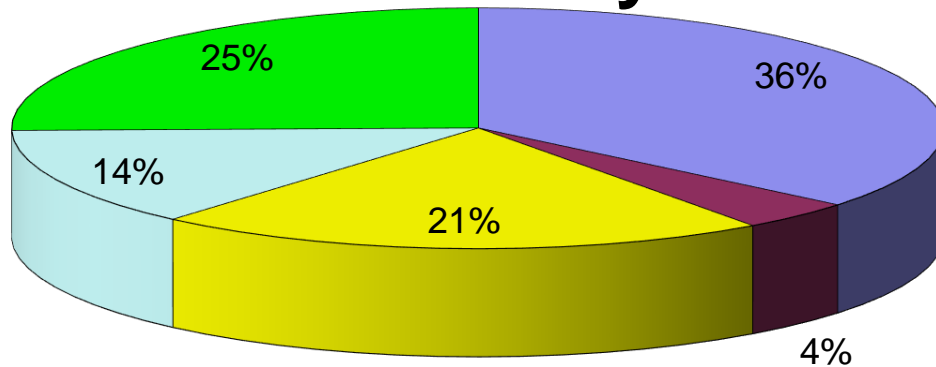
Residency Statistics

Big Bear Lake Residents	27	36%
Immediate Family from Big Bear Lake	3	4%
Big Bear Valley Residents	16	21%
Immediate Family from Big Bear Valley	10	14%
Non Big Bear Residents	19	20%

Mountain Meadows Senior Housing Complex 2020 Monthly Occupancy



Mountain Meadows 2020 Residency Statistics



- Big Bear Lake Residents
- Immediate Family from Big Bear Lake
- Big Bear Valley Residents
- Immediate Family from Big Bear Valley
- Non Big Bear Residents

Mountain Meadows Senior Housing

Annual Reports for 2020

Residents Marital Status

SINGLE WOMEN	40	53%
SINGLE MEN	29	39%
MARRIED COUPLES	6	8%

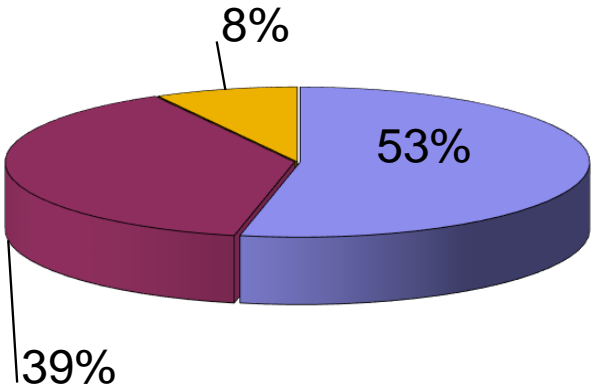
Residents' Income Levels

EXTREMELY LOW INCOME	31	42%
VERY LOW INCOME	19	25%
LOW INCOME	20	27%
MEDIAN INCOME	2	3%
MODERATE INCOME	2	3%

Residents Age Groups

BETWEEN 62 AND 70 YEARS	27	36%
BETWEEN 71 AND 80 YEARS	31	41%
BETWEEN 81 AND 90 YEARS	14	19%
91 YEARS AND OLDER	3	4%

Mountain Meadows Seniors 2020 Residents Marital Status

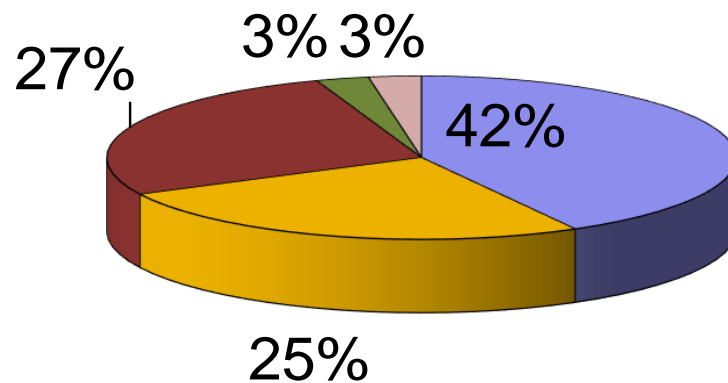


■ SINGLE WOMEN

■ SINGLE MEN

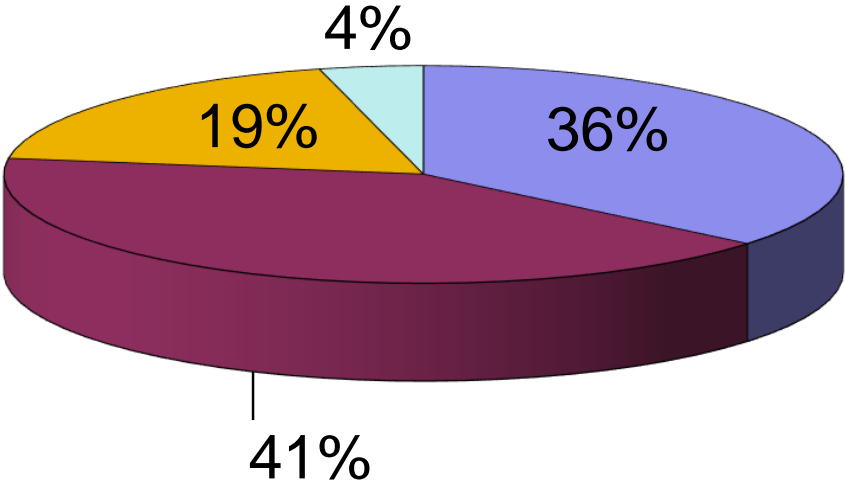
■ MARRIED
COUPLES

Mountain Meadows 2020 Residents' Income levels



- EXTREMELY LOW INCOME
- VERY LOW INCOME
- LOW INCOME
- MEDIAN INCOME
- MODERATE INCOME

Mountain Meadows 2020 Residents Age Groups



- BETWEEN 62 AND 70 YEARS
- BETWEEN 71 AND 80 YEARS
- BETWEEN 81 AND 90 YEARS
- 91 YEARS AND OLDER

OCCUPANCY SUMMARY


**FOR THE PERIOD ENDED
DECEMBER 31, 2020**

TOTAL NUMBER OF UNITS IN THE PROJECT:	75
TOTAL UNITS OCCUPIED TO DATE:	75
TOTAL UNITS AVAILABLE FOR RENT TO QUALIFIED HOUSEHOLDS:	74
TOTAL UNITS WHO COMMENCED OCCUPANCY BY QUALIFIED HOUSEHOLDS:	83
UNIT VACANCY AS OF THIS SUBMITTAL	0

ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all new Qualified Households who have moved into Mountain Meadows since the filing of the last Designation of Units. The same are true and correct to the best of undersigned's knowledge and belief.

**MOUNTAIN MEADOW SENIOR
HOUSING COMPLEX PARTNERS, LTD.
THE NORTHRIDGE GROUP, INC.
GENERAL PARTNER**



MARY JO JAHN, President

2020 Affordability Guidelines

(Based on currently effective Income Statistics for this County, as set forth in Title 25 California Code Regulations, Section 6932, Operative as of April 30, 2020 copy of Memorandum attached.)

San Bernardino County

Median Income, family of 4 : \$ 75,300

Eligible Income Levels

Household	Extremely Income	Very Low Income	Low Income	Median Income	Moderate Income
1 Person	\$ 15,850	\$26,400	\$42,200	\$52,700	\$63,250
2 Persons	18,100	30,150	48,200	60,250	72,300
3 Persons		33,900	54,250	67,750	81,300
4 Persons		37,650	60,250	75,300	90,350

Affordable Monthly Housing Rents Based on the above Income Levels

Unit Type		Very Low Income	Low Income	Median Income	Moderate Income
1 Bedroom	1 Person	\$ 660	\$ 1,055	\$ 1,318	\$ 1,581
1 Bedroom	2 Persons	754	1,205	1,506	1,808
2 Bedrooms		848	1,356	1,694	2,033
3 Bedrooms		941	1,506	1,883	2,259

Note:

Monthly Rent has been calculated at 30% of income and does not include any allowance for tenant separately charged utilities.

SECTION 2

CERTIFICATION OF RESIDENTS CONTINUING COMPLIANCE PROGRAM

***Please note, this section contains confidential information on Residents and should not be released to the public without authorization.**

**MOUNTAIN MEADOWS SENIOR HOUSING PROJECT
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

FOR ANNUAL REPORT PERIOD ENDED DECEMBER 31, 2020

The undersigned, Mary Jo Jahn, as the authorized representative of Mountain Meadows senior Housing complex Partners, Ltd. (the “Developer”), which is a California Limited Partnership, has read and is thoroughly familiar with the provisions of the various documents associated with the Rent Credit Purchase from the Developer by the City of Big Bear Lake Improvement Agency (the “Agency”), as established in numerous documents including the Regulatory Agreement and Declaration of Restrictive covenants, dated as of November 6, 1997, between the Developer and Agency.

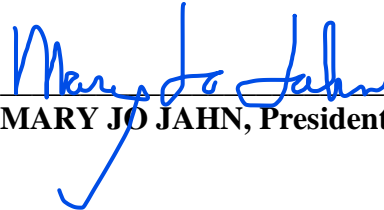
As of the date of Certificate, the following number and percentage of completed residential units in the project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated.

	<u>No.</u>	<u>Percentage</u>
Number of Units occupied by Extremely Low Income Tenants:	31	42%
Number of Units occupied by Very Low Income Tenants:	19	25%
Number of Units occupied by Low Income Tenants:	20	27%
Number of Units occupied by Median Income:	2	3%
Number of Units occupied by Moderate Income Tenants:	2	3%
Number of Vacant Units:	0	
Number of qualified Households who commenced Occupancy during the preceding report period:	8	

Attached is a separate sheet (the “Occupancy Summary”) listing, among other items, the appropriate information for each apartment unit in the Project; the number of apartment units, the occupant of each unit and rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the owner and is certified under penalty of perjury by each tenant.

The undersigned hereby certifies that (1) a review of the activities of the Developer during each reporting period and of the Developer's performance under the Regulatory Agreement has been made under the supervision of the undersigned, and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, the Developer is not in default under any of the terms and provisions of the above documents.

**MOUNTAIN MEADOWS SENIOR HOUSING
COMPLEX PARTNERS, LTD.,
THE NORTHRIDGE GROUP, INC.,
GENERAL PARTNER**

BY:  _____
MARY JO JAHN, President

SECTION 3

**BALANCE SHEET, PROJECT INCOME
STATEMENT AND OPERATING BUDGET**

Mountain Meadows
Senior Housing Complex Partners Ltd.

P. O. Box 134401 * Big Bear Lake, CA 92315

As of December 31, 2020

Assets

Current Assets

Cash in Bank	\$	97,556.10
Certificates of Deposit		77,265.20
TOTAL LIQUID ASSETS		\$ 174,821.30
Prepaid Expenses		8,083.33

Fixed Assets

Land		520,200.00
Project Landscaping	112,575.80	
Driveway/Parking Lot Improvements	364,880.97	
Buildings	5,560,318.84	
Apartments Furniture & Fixtures	199,917.23	
Total depreciable assets	6,237,692.84	
Accumulated Depreciation & Amortization	(4,846,686.86)	
TOTAL FIXED ASSETS (Net of Depreciation)		1,391,005.98
TOTAL ASSETS		\$ 2,094,110.61

Liabilities and Partners' Equity

Loans Payable	\$	-
Accounts Payable		800.00
Tenants Security Deposits		42,602.00
Total Current Liabilities		43,402.00
Rent Credits Payable, City of Big Bear Lake		2,012,220.00
Total Liabilities		2,055,622.00
Partners' Capital Accounts, beginning of this FY	\$	(79,394.06)
Replacement Reserves, beginning balance, this FY		128,998.62
Reserves, set aside this year		55,000.00
Replacement Reserves, used this year		(61,510.18)
Distributable Cash Flow this Fiscal Year		143,248.23
Cash Flow Distributions this Fiscal Year		(147,854.00)
Partners net Accounting Equity		38,488.61
TOTAL LIABILITIES & CAPITAL		\$ 2,094,110.61

Mountain Meadows
Senior Housing Complex Partners Ltd.

P. O. Box 134401 * Big Bear Lake, CA 92315

Income Statement

For the Fiscal Year ended December 31, 2020

Rental Income	\$ 546,068.16	
Rental Subsidy Income	204,634.00	
Interest Income	1,355.66	
GROSS REVENUES	<u>1,355.66</u>	\$ 752,057.82
<u>General Expenses & Reserves</u>		
Insurance	\$ 30,912.67	
Gas Service	5,323.91	
Janitorial Supplies & Expense	4,151.88	
Apartments cleaning after move-outs	4,949.01	
Repairs & Maintenance	48,794.00	
Property Taxes & Licenses	40,947.03	
Telephone & Postage	3,586.24	
Electricity Service	10,608.23	
Water Service	24,584.58	
Refuse Disposal	5,783.96	
Elevator Maintenance	14,065.35	
Landscape Maintenance	15,334.97	
Snow removal services	12,980.31	
Emergency Call Monitoring	4,105.10	
Interest Expense	19,074.00	
TV Cable service	1,058.83	
Management Fee	73,884.00	
Resident Managers' Salaries & Payroll Taxes	21,398.16	
Audit, Tax preparation and Legal Services	7,565.50	
Miscellaneous Expenses	433.98	
Advertising Expenses	1,319.88	
State Partnership Income Tax	800.00	
Use of Replacement Reserves in 2020	61,510.18	
Depreciation	<u>202,148.00</u>	
Total Expenses		<u>615,319.77</u>
TAXABLE PROFITS		<u>\$ 136,738.05</u>
Replacement Reserves set-aside from profits		\$ (55,000.00)
Use of Replacement Reserves in 2020, Acct. 681		<u>61,510.18</u>
Distributable Profits this Fiscal Year		<u>\$ 143,248.23</u>

Mountain Meadows Senior Housing Complex Partners Ltd.

Annual Operating Budget

For the Fiscal Year ending December 31, 2021

Rental Income, Cash Receipts	\$ 559,104	
7.00 % Vacancy and Collection allowance	(39,138)	
Rental Income, Rent Credits amortization	204,634	
Interest Income	200	
Gross Revenues		\$ 724,800
Expenses & Reserves		
Insurance	\$ 40,000	
Gas Service	6,000	
Janitorial Supplies & Expense	5,000	
Apartments cleaning after move-outs	6,000	
Repairs & Maintenance	60,000	
Taxes & Licenses	43,000	
Telephone & Postage	3,850	
Electricity Services	11,200	
Water Services	25,800	
Refuse Disposal Service	6,100	
Elevator Maintenance & Repairs	14,800	
Electronic Gates Maintenance & Repairs	2,100	
Landscape Maintenance services	16,200	
Parking Lot cleaning & snow removal	18,000	
Emergency Call monitoring service	4,500	
Apartments Advertising	1,500	
Property Management Fee	76,100	
Resident Manager Salary & Payroll Taxes	27,300	
Dues & Subscriptions	300	
Office Supplies & Expense	900	
Legal & External Audit	8,000	
Depreciation and Amortization	202,200	
Replacement Reserves Set-Aside	60,000	
Contingency Reserve	11,550	
Total Expenses and Reserves		650,400
Projected Profits for this Fiscal Year		\$ 74,400

2021 Affordability Guidelines

(Based on currently effective Income Statistics for this County, as set forth in Title 25 California Code Regulations, Section 6932, Operative as of April 26, 2021 copy of Memorandum attached.)

San Bernardino County

Median Income, family of 4 : \$ 77,500

Eligible Income Levels

Household	Extremely Income	Very Low Income	Low Income	Median Income	Moderate Income
1 Person	\$ 16,600	\$ 27,650	\$ 44,250	\$ 54,250	\$ 65,100
2 Persons	19,000	31,600	50,600	62,000	74,400
3 Persons	21,960	35,550	56,900	69,750	83,700
4 Persons	26,500	39,500	63,200	77,500	93,000

Affordable Monthly Housing Rents Based on the above Income Levels

Unit Type		Very Low Income	Low Income	Median Income	Moderate Income
1 Bedroom	1 Person	\$ 691	\$ 1,106	\$ 1,356	\$ 1,628
1 Bedroom	2 Persons	790	1,265	1,550	1,860
2 Bedrooms		889	1,423	1,744	2,093
3 Bedrooms		988	1,580	1,938	2,325

Note:

Monthly Rent has been calculated at 30% of income and does not include any allowance for tenant separately charged utilities.

SECTION 4

NINETEENTH ANNUAL INDEPENDENT FINANCIAL AUDIT REPORT

**MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX
PARTNERS LTD.**

**Report On Audit Of
Financial Statements – Tax Basis**

**For The Year Ended
December 31, 2020**

**MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX
PARTNERS LTD.**

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Statements Of Revenues, Expenses, And Changes In Partners' Capital – Tax Basis	4
Statements Of Cash Flows – Tax Basis	5
Notes To Financial Statements	6



MUNSON, EISENMAN & GIANGRANDE, LLP
Certified Public Accountants & Professional Advisors

INDEPENDENT AUDITOR'S REPORT

To The Partners
Mountain Meadows Senior Housing Complex Partners Ltd.
Big Bear Lake, California

We have audited the accompanying financial statements of Mountain Meadows Senior Housing Complex Partners Ltd., which comprise the statement of assets, liabilities, and capital—tax basis as of December 31, 2020, and the related statements of revenues, expenses and changes in partners' capital, and cash flows —tax basis for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair representation of these financial statements in accordance with the tax basis of accounting described in Note 1; this includes determining that the tax basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Continued

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities and capital of Mountain Meadows Senior Housing Complex Partners Ltd., as of December 31, 2020, and its revenues, expenses and changes in partners' capital, and its cash flows for the year then ended in accordance with the basis of accounting Mountain Meadows Senior Housing Complex Partners Ltd. uses for the tax basis as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting Mountain Meadows Senior Housing Complex Partners Ltd. uses for tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Munson, Eisenman & Giangrande, LLP

MUNSON, EISENMAN & GIANGRANDE, LLP
Certified Public Accountants & Professional Advisors

Fullerton, California
April 6, 2021

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

Statements Of Assets, Liabilities,

And Capital – Tax Basis

As Of December 31, 2020

Assets

CURRENT ASSETS

Cash	\$	56,627
Cash for replacement reserve		118,195
Prepaid expense		<u>8,083</u>

TOTAL CURRENT ASSETS 182,905

PROPERTY AND EQUIPMENT, NET 1,911,206

TOTAL ASSETS \$ 2,094,111

Liabilities and Capital

CURRENT LIABILITIES

Security deposits	\$	42,602
Income tax payable		800
Current portion, rent credit payable		<u>204,634</u>

TOTAL CURRENT LIABILITIES 248,036

LONG-TERM LIABILITY

Rent credit payable, net of current portion 1,807,586

TOTAL LIABILITIES 2,055,622

PARTNERS' CAPITAL

38,489

TOTAL LIABILITIES AND CAPITAL \$ 2,094,111

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

**Statements Of Revenues, Expenses
And Changes in Partners' Capital – Tax Basis
For The Year Ended
December 31, 2020**

Revenue:	
Rental income	\$ 546,068
Rent credit income	<u>204,634</u>
 Total revenue	 <u>750,702</u>
 General and administrative expenses:	
Depreciation	202,148
Resident manager fee	21,398
Advertising	1,320
Elevator maintenance	14,065
Emergency call services	4,105
Insurance	30,913
Interest	19,074
Janitorial expense	9,101
Landscape maintenance	15,335
Legal and professional	7,566
Management fees	73,884
Office expense	434
Repairs and maintenance	110,305
Snow removal	12,980
Taxes and licenses	40,947
Telephone	3,586
Utilities	<u>47,360</u>
 Total general and administrative expenses	 <u>614,521</u>
 Income from operations	 136,181
 Other income	 <u>1,356</u>
 Income before income taxes	 137,537
 Less, provision for income taxes	 <u>800</u>
 Net income	 136,737
 Partners' capital, beginning	 49,606
 Less, partners' draws	 <u>(147,854)</u>
 Partners' capital, ending	 <u>\$ 38,489</u>

See accompanying notes and auditor's report.

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

Statement Of Cash Flows – Tax Basis

For The Year Ended

December 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

NET INCOME	\$ 136,737
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	
Depreciation	202,148
Amortization of rent credit payable	(204,634)
CHANGES IN ASSETS AND LIABILITIES (INCREASE) DECREASE IN	
Prepaid expense	(582)
Security deposits	691
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>134,360</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Partners' draws	<u>(147,854)</u>
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(147,854)</u>
NET DECREASE IN CASH	(13,494)
CASH, BEGINNING	<u>188,316</u>
CASH, ENDING	<u><u>174,822</u></u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION

Cash paid for:

Interest	<u>\$ 19,074</u>
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See accompanying notes and auditor's report.

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements
For The Year Ended December 31, 2020

1. Summary Of Significant Accounting Policies:

Business Activity

The Company is a limited partnership organized in the State of California that was formed to construct and operate a 75 unit senior citizen apartment complex in Big Bear Lake, California.

Basis Of Accounting

The accompanying financial statements have been prepared on the accounting basis used by the Company for federal income tax purposes. That basis differs from accounting principles generally accepted in the United States of America (GAAP) primarily because the income tax basis of accounting uses accelerated methods and shorter lives for depreciating property and equipment. GAAP depreciates assets over the estimated useful lives of the assets.

Cash And Cash Equivalents

The Company considers securities purchased within three months of their date of maturity to be cash equivalents. As of December 31, 2020, and throughout the year, the Company did not have balances in excess of federally insured limits (FDIC). The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Advertising

The Company expenses advertising costs as they are incurred.

Property And Equipment

Property and equipment is stated at cost. Expenditures for repairs and maintenance are expensed as incurred. Provision for depreciation is made using the election to expense and modified accelerated cost recovery system under the Internal Revenue Code. Generally accepted accounting principles require recording depreciation over the estimated useful lives of such assets. The effect of this departure on the accompanying financial statements has not been determined.

Income Taxes

Federal income taxes are not payable by, or provided for, the partnership. Partners are taxed individually on their share of partnership earnings. Partnership net revenue is allocated per ownership percentage to the partners. Limited partnerships in California pay an annual minimum tax of \$800.

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements, Continued
For The Year Ended December 31, 2020

1. Summary Of Significant Accounting Policies, Continued:

Use Of Estimates

The preparation of financial statements on the tax basis of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosure. Accordingly, actual results could differ from those estimates.

Revenue Recognition

The Partnership recognizes rental income when rent is received from the tenant. Security deposits received from tenants are recorded as a liability to be refunded or used to cover excess wear and tear expenses when the tenant vacates the apartment.

Uncertain Tax Positions

The Partnership does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Partnership's tax returns will not be challenged by the taxing authorities. Generally, the Partnership's tax returns remain open for three years for federal income tax examination.

2. Cash For Replacement Reserve:

The Partnership sets aside \$55,000 per year as a replacement reserve for major repairs and subtracts from the reserve for major repairs incurred each year. Replacement repairs for the year ended December 31, 2020, were \$61,510. The replacement reserve fund consists of a certificate of deposit for \$77,265 and \$40,930 in a bank checking account.

3. Property And Equipment:

Property and equipment as of December 31, 2020, is comprised of:

Buildings	\$	5,560,319
Land		520,200
Driveway and parking lots		364,881
Landscape improvements		112,576
Furniture and equipment		<u>199,917</u>
		6,757,893
Less, accumulated depreciation		<u>(4,846,687)</u>
	\$	<u><u>1,911,206</u></u>

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements, Continued
For The Year Ended December 31, 2020

3. Property And Equipment, Continued:

Depreciation expense related to the property and equipment was \$202,148 for the year ended December 31, 2020.

4. Land:

The Partnership received the land, at fair value, to build the senior housing complex in Big Bear Lake from a partner as his capital contribution. The Partnership agreed to pay a return of 4% per year on the land value to the partner until the partnership is terminated or sold. The annual return of \$19,074 is recorded as interest expense.

5. Rent Credit Payable:

The city of Big Bear Lake provided \$6,230,000 for the construction of the senior housing complex in return for rent credits. The rent credits are to be amortized over 382 months for Phase I and 360 months for Phase II. The annual rent credit is \$204,634 and is shown as a current liability. The remaining long term rent credit balance is \$1,807,586.

6. Management Fee Commitments:

The general partner of the Partnership is a corporation owned by two of the limited partners. The Partnership has a property management agreement with the general partner giving the general partner exclusive rights to manage the property as stated in the Partnership agreement. The property management agreement is on an annual basis. It is the intent of the Partnership to continually renew the property management agreement. Management fees paid for the year ended December 31, 2020, were \$73,884. Management fees increase parallel with rental income.

The following is a schedule, by years, of future estimated management fees as of December 31, 2020:

<u>Year Ending December 31,</u>		
2021	\$	76,107
2022		78,390
2023		80,742
2024		83,164
2025		85,659
	\$	404,062

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements, Continued
For The Year Ended December 31, 2020

7. Related Party:

The Partnership reimburses another related corporation, owned by two of the limited partners, for the payroll and payroll expenses of the resident manager's salary, landscape, cleaning, office expenses, management fees, janitorial services, snow removal and repair and maintenance expenses. Management believes the services provided by the related party are competitive with the area market. The total amount reimbursed for the year ended December 31, 2020, was \$100,007.

8. Evaluation Of Subsequent Events:

The Partnership has evaluated subsequent events through April 6, 2021, the date which the financial statements were available to be issued.

Mountain Meadows
Senior Housing Complex Partners Ltd.

798 N Pine Knot Ave., P O Box 134401 Big Bear Lake, CA 92315

April 6, 2021


To Munson, Eisenman, & Giangrande, LLP
1501 E. Orangethorpe Ave., Suite 205
Fullerton, CA 92831

This representation letter is provided in connection with your audit of the financial statements of Mountain Meadows Senior Housing Complex Partners Ltd., which comprise the balance sheet—tax basis as of December 31, 2020, and the related statements of income, capital—tax basis, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with the tax basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of April 6, 2021, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 20, 2021, including our responsibility for the preparation and fair presentation of the financial statements.
 - 2) The financial statements referred to above are fairly presented in conformity with tax basis of accounting.
 - 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 - 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
 - 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
 - 6) Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the tax basis of accounting.
 - 7) All events subsequent to the date of the financial statements and for which income tax basis of accounting requires adjustment or disclosure have been adjusted or disclosed.
 - 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the tax basis of accounting.
- 

- 9) Material concentrations have been properly disclosed in accordance with income tax basis of accounting.
- 10) Guarantees, whether written or oral, under which the Company is contingently liable, have been properly recorded or disclosed in accordance with the tax basis of accounting.

Information Provided

11) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within the Company from whom you determined it necessary to obtain audit evidence.

12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.

13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

14) We have no knowledge of any fraud or suspected fraud that affects the Company and involves:

- a) Management,
- b) Employees who have significant roles in internal control, or
- c) Others where the fraud could have a material effect on the financial statements.

15) We have no knowledge of any allegations of fraud or suspected fraud affecting the Company's financial statements communicated by employees, former employees, analysts, regulators, or others.

16) We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.

17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

18) We have disclosed to you the identity of the Company's related parties and all the related party relationships and transactions of which we are aware.

19) The Company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral



Alex Blanco, Partner



Mary Jo Jahn, Partner

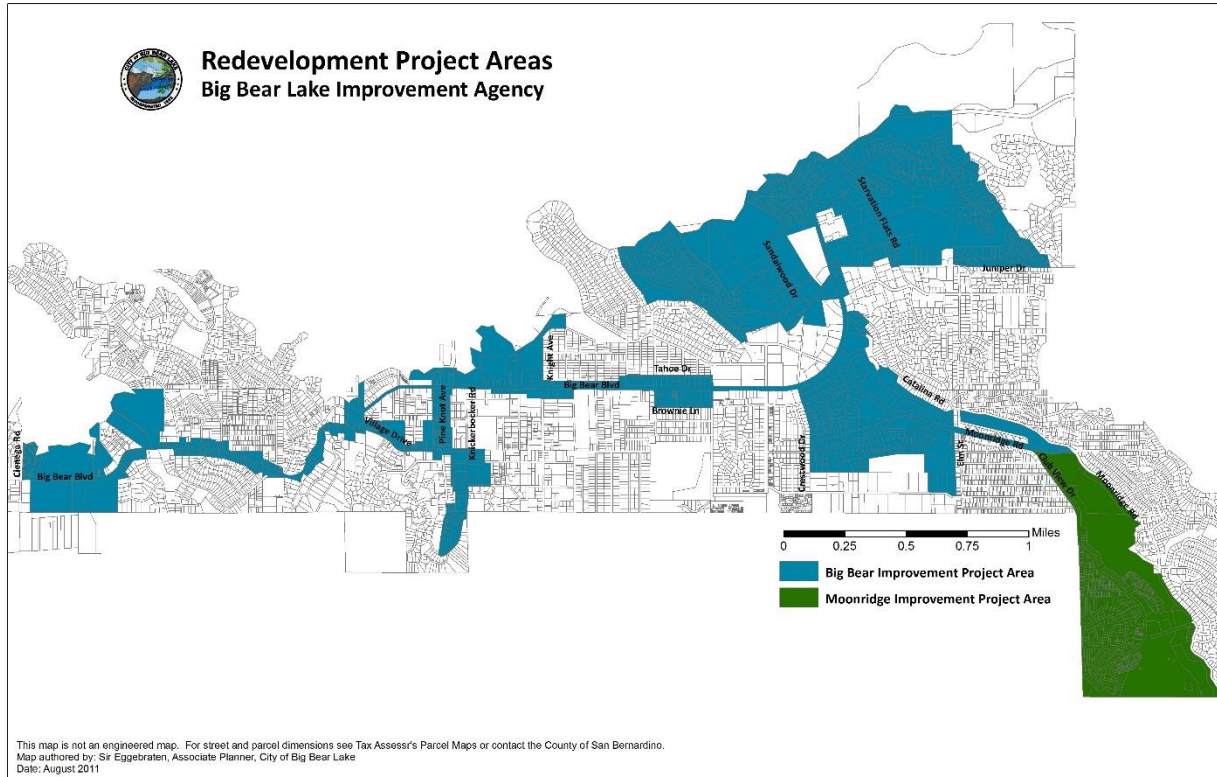
ATTACHMENT 2a

Additional
Information
forwarded to City
Council/Successor
Agency

Big Bear Lake Improvement Agency

Formed: October 5, 1982

Purpose: Eliminate deteriorating conditions and conserve, rehabilitate & revitalize project areas.



Debt: **2005 Tax Allocation Refunding Revenue Bonds**

Issued \$8,875,000 on November 22, 2005
Refunded the 1995 Tax Allocation Refunding Revenue Bonds
Annual debt payment ~ \$640,000
Final payment 8/1/2025

1999 Housing Set-Aside Revenue Bonds

Issued \$4,245,000 June 24, 1999
Financing for Low and Moderate Income Housing Projects
Annual debt payment ~ \$280,000
Final payment 8/1/2029

Dissolution: 2011 Budget Act (ABx1 26) dissolved 400 redevelopment agencies statewide.
Dissolution stalled by litigation and eventually became effective February 1, 2012

- * Big Bear Lake Improvement Agency dissolved, and
- * Successor Agency (a separate legal entity) was formed, and
- * Assets & Property taxes deposited in Redevelopment Property Tax Trust Fund (RPTTF)

Successor Agency to the Former Big Bear Lake Improvement Agency

Formed: February 1, 2012

Purpose: Wind down the affairs of the former agency

Governance: **California Department of Finance (DOF)**
Ensures compliance with dissolution process and mandates
Reviews CWOB ROPS to authorized payments and funding source(s)
Makes final determination of RPTTF allocations distributed twice per year

State Controller's Office (SCO)

Monitor transition of redevelopment agency annual reporting to DOF
Role ceased once assets identified and Due Diligence Review (DDR) completed

County Auditor Controller (CAC)

Reviews expenditures for compliance with DOF approved ROPS
Determines & Reports Prior Period Adjustments (PPA) to future ROPS to DOF
Distributes RPTTF to Successor Agencies twice per year
Distributes Residual RPTTF to taxing entities

Countywide Oversight Board (CWOB)

July 1, 2018, local OBs were consolidated into a single board for each county (CWOB).

The Members of the San Bernardino County CWOB are as follows:

- * One from the County Board of Supervisors [David Wert]
- * One from the City Selection Committee [Acquanetta Warren]
- * One from the Independent Special District Committee [Cindy Saks]
- * One from the County Superintendent of Education [Richard De Nava]
- * One from the Chancellor of the California Community Colleges [Lawrence Strong]
- * One from the County Board of Supervisors Public Member [Kenneth Miller]
- * One from a recognized Employee Organization [Fred Ang]

Primary Responsibility of CWOB:

- * Reviews use & proposed use of Successor Agency available funds and RPTTF
- * Approves submittal of Redevelopment Obligation Payment Schedule (ROPS) to DOF
- * Approves Administrative Cost Budget and Administrative RPTTF request

Oversight Board (OB)

Established upon dissolution (February 1, 2012)
Responsibility transferred to the CWOB on July 1, 2018, and OB was dissolved

Primary Responsibility of OB:

Statute established OB to oversee dissolution matters
Required to approve resolutions for each item required to be submitted to the DOF, SCO, and CAC (e.g. EOPS, ROPS, DDRs, Administrative Cost Budget, etc.).

Members of OB appointed as follows per statute:

- * Three members appointed by the mayor
- * One member appointed by the largest special district
- * One member appointed by the County superintendent of education
- * One member appointed by the Chancellor of the California Community Colleges,
- * One member representing the employees of the former redevelopment agency.

Successor Agency (SA) Board

Replaced the Big Bear Lake Improvement Agency Board upon dissolution (2/1/2012)

Members of the SA Board remained the same as the former board:

The five members of the City Council

Chair and Vice Chair selected by their colleagues at an annual in December

Primary Responsibility of SA Board:

To wind down the affairs of the former redevelopment agency

Navigating the dissolution process was fairly complex in the early stages. The SA Board received updates regarding completion of required deadlines and met to discuss changes to the dissolution process and impacts (e.g. initiation of a DOF meet and confer effort focused on preventing a loss of \$2.6 million in City funds, filing of litigation and related discussions).

The dissolution process has progressed to the point where the SA Board's role is now somewhat routine in nature. Annually the SA Board can expect the following:

- * December selection of the Chair and Vice Chair
- * The Crossings at Big Bear Lake annual compliance report
- * Mountain Meadows Senior Housing Complex annual compliance report

Compliance: Affordable Housing Projects

Prior to the dissolution of redevelopment, the agency was required to set aside 20% of its general property tax increment for affordable housing. The affordable housing projects which received financial assistance from the agency to develop units are bound by certain restrictions (e.g. affordability) and must submit an annual compliance report to the Executive Director (i.e. City Manager) throughout the term of their agreement. In the interest of transparency, these reports are forwarded to the governing body (SA Board) after review by the City's finance division.

The Crossings at Big Bear Lake

Located on Knickerbocker Road south of Pennsylvania Avenue

42 multi-family affordable housing units

2011 – Construction completed

2066 – Restrictive covenants expire

Compliance report is typically submitted in the spring

Mountain Meadows Senior Housing Complex

Located on Pine Knot Avenue north of Cameron Drive

75 senior affordable housing units developed in two phases:

1997 – Constructed 24 units

1999 – Constructed 51 units

2030 – Restrictive covenants expire

Compliance report is typically submitted in the summer

Dissolution: The debt obligations of the former Big Bear Lake Improvement Agency are the only remaining payment obligations. The debt service and debt administration costs are paid for with RPTTF.

The City's finance division is responsible for fulfilling these obligations. ABx1 26 includes an Administrative Cost Allowance for these services.

The City receives the statutory minimum Administrative Cost Allocation of \$250,000
DOF tasked CWOB to reduce administrative costs below the statutory minimum

Administrative costs cover staff time and vendor payments necessary to accomplish administrative duties

* Annual ROPS preparation and presentation to CWOB

* Annual PPA preparation

* CAC reviews and determinations

* DOF reviews and determinations

* Payment processing

* Continuing disclosure requirements

* Financial reporting/accounting

Annual dissolution dates:

October 1	PPA due to CAC
mid-November	CWOB ROPS & Administrative Cost Budget Draft Submittal
mid-December	CWOB provides feedback
1 st week January	ROPS & Administrative Cost Budget due to CWOB
mid-January	ROPS & Administrative Cost Budget presentation to CWOB
February 1	CWOB Approved ROPS & Administrative Cost Budget to DOF
April 15	DOF deadline to notify Agency and CAC of approved allocation

RPTTF distributions are received twice per year: (1) June for obligations due between July and December and (2) December for obligations due between January and June.

ATTACHMENT 2b

Summary Memo -
Mountain Meadows
Senior Housing
ComplexB



CITY OF
BIG BEAR LAKE *California*

INTEROFFICE MEMORANDUM

Date: October 19, 2021

To: Big Bear Lake Successor Agency Members

Through: Frank A. Rush, Jr., City Manager / Successor Agency Executive Director

From: Kelly Ent, Director of Administrative Services

Subject: **Mountain Meadows Senior Housing Complex Compliance Report**

As we discussed at your September 20, 2021 meeting, the City received the 2020 Compliance Report for the Mountain Meadows Senior Housing Complex. The owner of this development is required to annually furnish this report. Upon receipt, Administrative Services Department staff reviews the report for consistency and compliance with the regulatory agreement. In the interest of transparency, the report is then submitted to the governing body at a public meeting. There is no required action on behalf of the governing body or requirement to hold a meeting to receive the report.

Background:

The Mountain Meadows Senior Housing Complex is located on Pine Knot Avenue north of Cameron Drive and was developed in two phases. In 1997, the first phase was developed and resulted in the construction of 24 affordable senior housing units. The second phase was developed in 1999 and produced an additional 51 units. Together, the Mountain Meadows Senior Housing Complex includes 75 housing units.

Prior to the statewide dissolution of redevelopment agencies, state law required improvement agencies to set aside 20% of its general property tax increment for affordable housing. This project received financial assistance to develop these units. In exchange, the owner agreed to certain stipulations. Compliance with the restrictions placed upon this development is reported annually by the owner. The report is then reviewed by the Administrative Services Department to gain an understanding of the items reported and to verify compliance with the regulatory agreement (relevant sections summarized below):

Article 1. Definitions

Qualified Household means individuals or households meeting all of the following criteria:

- (i) *At least one of the residents in the household is a "Qualifying Resident" or "Senior Citizen" as...defined by California Civil Code Section 51.3(c)(1);*

- (ii) *Every member of the household who is not a “Qualifying Resident” or “Senior Citizen”...shall be a “Qualified Permanent Resident” or a “Permitted Health Care Resident” as defined by CCC § 51.3(c)(2) and (6) respectively; and*
- (iii) *Which qualifies as either persons or households of very low, low, or moderate income as provided by California Health & Safety Code Sections 50079.5, 50093, and 50105...*

Article 2. Ongoing Project Obligations

2.4 Qualified Household

...Owner will advise the Agency on an annual or other periodic basis in writing of occupancy of Units by Qualified Households...[determined] at the commencement of occupancy of Units...

Owner will prepare and submit to Agency...a Certificate of Continuing Program Compliance...

Owner will prepare and submit to Agency a report...each year for the preceding calendar year, summarizing the vacancy rate...on a month-to-month basis for such calendar year...

2.5 Availability of Units

...all of the Units...shall be available for occupancy... (except for no more than one (1) Unit specifically reserved for the manager...) by Qualified Households on a continuous basis.

2.8 Allowable Rent

...monthly rent charged...may never exceed that allowed as “affordable rent” [as provided by] H&S § 50053

2.16 Specific Enforcement of Affordability Restrictions

Owner hereby agrees that specific enforcement...to comply with the allowable rent and occupancy restrictions of this Article 2 is one of the reasons for the financial contribution of the Agency...Owner agrees to the imposition of the remedy of specific performance against it in the case of any event of default by Owner in complying with the allowable rent, occupancy restrictions or any other provisions of this Article 2.

Article 5. General Provisions

5.2 Notice

All notices...certificates, or other communications...required...hereunder shall be ...shall be sufficiently given...when personally delivered or when sent by...mail...to the Agency:

*The City of Big Bear Lake
Improvement Agency
P.O. Box 10000
Big Bear Lake, CA 92315-8900*

Attn: Executive Director

Annual Reporting Timeline:

The compliance report is published by the owner and submitted to the City annually once the owner has assembled the various charts and data tables, certified compliance, prepared the financial statements, received an auditor opinion on the financial statements, and created next year's budget. The regulatory agreement does not specify a deadline for reporting; however, as described above, an *annual* report is required to be submitted to the *Agency*. Submission to the Agency is accomplished by delivering the report in person or sending the report to the attention of the *Executive Director* [City Manager].

Once received, the report is reviewed for compliance with the occupancy, age and affordability requirements, confidential resident age and income data is removed, and the report is then forwarded to the governing body. Although there is no requirement beyond submission of the report to the Executive Director, in the interest of transparency, the report is forwarded to the governing body at a public meeting. There is no required action on the part of the governing body. This is simply used as a means of communicating information received and our due diligence efforts to verify the project's compliance status.

Delivery of 2020 Compliance Report:

The Mountain Meadows Senior Housing Complex 2020 Compliance Report was published on July 1, 2021 and submitted to the Agency pursuant to the regulatory agreement. The Administrative Services Department completed a review of the report at the end July; however, when preparing for the public meeting agenda packet, the 2020 Compliance Report was illegible when reproduced. A replacement copy was requested of the owner. Once the replacement copy was received, staff prepared the report for inclusion in the public meeting agenda packet; however, I was out of the office in mid-August and unable to review the electronic document for consistency with the version previously reviewed. As a result, the presentation to the governing body occurred at the next scheduled meeting which was held on September 20.

ATTACHMENT 2c

Summary Memo -
The Crossings and
Big Bear Lake



CITY OF
BIG BEAR LAKE *California*

INTEROFFICE MEMORANDUM

Date: October 19, 2021

To: Big Bear Lake Successor Agency Members

Through: Frank A. Rush, Jr., City Manager / Successor Agency Executive Director

From: Kelly Ent, Director of Administrative Services

Subject: **The Crossings at Big Bear Lake Compliance Report**

Prior to the statewide dissolution of redevelopment agencies, state law required improvement agencies to set aside 20% of its general property tax increment for affordable housing. The Crossings at Big Bear Lake, located on Knickerbocker Road north of Pennsylvania Avenue, received financial assistance to develop a 42-unit multi-family affordable housing complex. In exchange, the owner agreed to certain stipulations.

Compliance with the restrictions placed upon this development (e.g. occupancy rates, residential income levels) is reported annually by the owner submitting a report to the *Executive Director* [City Manager]. Once received, the report is reviewed for compliance with the occupancy and affordability requirements, confidential resident income data is removed, and the report is then forwarded to the governing body. Although there is no requirement beyond submission of the report to the *Executive Director*, in the interest of transparency, the report of forwarded to the governing body at a public meeting. There is no required action on the part of the governing body. This is simply used as a means of communicating information received and our due diligence efforts to verify the project's compliance.

Below is a brief outline of the covenants agreed to by the developer which are the basis for determining compliance:

1. *Defined Terms*

- 1.65 *Qualified Household. A household that qualifies as a 30% AMI Household, a 35% AMI Household, a 40% AMI Household, a 50% AMI Household, or a 60% AMI Household.*
- 1.8 *AMI. The area median income for San Bernardino, as determined by and published by the California Department of Housing and Community Development (HCD) published in Title 25, Section 6932, of the California Code of Regulations...if no longer determined by HCD, then as established... pursuant to Section 8 of the United States Housing Act of 1937.*

2. Affordable Rental Housing Covenants and Restrictions

2.3 Reservation of Property for Affordable Housing. Developer covenants and agrees to reserve and restrict the Property for residential occupancy by individuals and families who, at the time of initial occupancy of Unit and continuously thereafter...are members of a Qualified Household. Developer covenants that each Unit shall be occupied or Available for occupancy by a Qualified Household at an Affordable Rent...Only one (1) resident unit within the Project may be used as a Manager Unit at any given time. The Units shall be allocated as follows:

2.3.1 Three (3) two (2) bedroom Units and two (2) three (3) bedroom Units for 30% AMI Households.

2.3.2 Three (3) two (2) bedroom Units and two (2) three (3) bedroom Units for 35% AMI Households.

2.3.3 Six (6) two (2) bedroom Units and two (2) three (3) bedroom Units for 40% AMI Households.

2.3.4 Eight (8) two (2) bedroom Units and four (4) three (3) bedroom Units for 50% AMI Households.

2.3.5 Seven (7) two (2) bedroom Units and four (4) three (3) bedroom Units for 60% AMI Households.

2.7.6 Developer shall submit...an Annual Report to Agency. Agency shall maintain the confidentiality of the information contained in any Annual Report specifically relating to any particular Qualified Household occupying a Unit...

6. General Provisions

6.16 Notices

6.16.1 Any and all Notices sent by either Party... as designated in Section 6.16.2...

6.16.2 The following are the authorized addresses for the submission of Notices...

*To Agency: City of Big Bear Lake
P.O. Box 10000
Big Bear Boulevard
Big Bear Lake, California 92315-0899
Attn: Executive Director*

ATTACHMENT 2di

2019 Compliance
Report for the
Mountain Meadows
Senior Housing
Complex

**2019
COMPLIANCE
REPORT**

**SUBMITTED TO THE
CITY OF BIG BEAR LAKE**

FOR

Mountain Meadows

Senior Housing Complex

764 & 798 Pine Knot Avenue
Big Bear Lake, CA 92315

July 1, 2020

798 Pine Knot Avenue
P. O. Box 134401
Big Bear Lake, CA 92315

The Northridge Group, Inc.

(909) 866-0050
Fax (909) 866-8567
northridgegroupinc@verizon.net

July 1, 2020

FRANK A. RUSH, JR.
CITY MANAGER
CITY OF BIG BEAR LAKE
39707 BIG BEAR BLVD.
BIG BEAR LAKE, CA 92315

**RE: MOUNTAIN MEADOWS SENIOR
HOUSING COMPLEX
2019 COMPLIANCE REPORT**

Dear Mr. Rush:

Once again we are extremely pleased to present our Twentieth Annual Compliance Report to the City of Big Bear Lake for its review and as required by our Development Agreements.

For your information, The Northridge Group, Inc. continuously monitors our occupancy rates, residents' marital status, income levels and age groups. The results of last year's statistics are reflected in Section 1 of our report. Pursuant to our Agreement, all of our tenants are required to re-qualify each year and we are pleased to report that all of our existing tenants qualify under the guidelines approved by the City. In addition, as you can see by our Resident Statistic Information Seventy Percent (70%) of our tenants come from Big Bear Lake, have immediate family that live in Big Bear Lake or live in the valley or have immediate family that reside in the valley. The Northridge Group, Inc. firmly believes that affordable housing particularly for our senior population, is a valley wide issue and the Council and in their role as former Improvement Agency Members who have continued to support Mountain Meadows and its unique approach to providing a project that is one hundred percent (100%) affordable, should indeed be congratulated for their vision and support.

Another important element in this report is that according to the 2019 Affordability Guidelines issued for the San Bernardino County by HUD, Ninety Seven Percent (97%) of the tenants benefited from this program are classified in the Extremely Low, Very Low and Low Income limits.

Please note as in the last previous years submittals, this report treats both phases as one project versus two phases with units of twenty-four (24) and fifty-one (51) respectively. *With this in mind*, the occupancy rates, residency statistic, certificates of continuing compliance, operations budget, balance sheet and income statement represent seventy-four (74) rental units and one (1) designated as the manager's unit.

FRANK A. RUSH, JR.
CITY MANAGER
CITY OF BIG BEAR LAKE
PAGE 2
July 1, 2020

Section 1 of this submittal also demonstrates how well our programs of income/age restrictions and residency status are working. These innovative programs guarantee that the former Improvement Agency's investment in this development not only exceeds the low and moderate income required by State statutes, but insures that long term senior residents of the City of Big Bear Lake are "first up" if you will, when a unit becomes available. This is evidenced in the enclosed graphs and exhibits in this Section. *Furthermore*, as noted above and reflected in our Certificate of Continuing Compliance Program (please see Section 2), all of our residents clearly qualify under the guidelines approved by the Agency in 1997 and 1999.

To insure compliance with our Development Agreements this report contains our Residents Compliance Certifications, Resident Status Reports, the Development's Income and Balance Sheet for the fiscal year ended December 31, 2019. We have also included the Operating Budget for year 2020. Lastly, but certainly not least, we have enclosed our 2018 Independent Audit Report, which was conducted and prepared by Munson, Cronick & Associates, LLP, Certified Public Accountant with heavy experience in governmental agencies auditing, with offices located in Orange County, California.

In closing, The Northridge Group, Inc. looks forward to reviewing this report with you, your Senior Staff, to the prudent extent you or they may deem necessary.

Very truly yours,

THE NORTHRIDGE GROUP, INC.



MARY JO JAHN
President

/mjj

Enclosures

-
-
-
-
-

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SECTION 1 **AFFORDABILITY GUIDELINES
RESIDENT OCCUPANCY AND STATISTICS;
INCOME, AGE AND MARITAL STATUS**

SECTION 2 **CERTIFICATION OF RESIDENTS CONTINUING
COMPLIANCE PROGRAM**

**Please note, this section contains confidential information on
Residents and should not be released to the public without
authorization.**

SECTION 3 **BALANCE SHEET, PROJECT INCOME STATEMENT,
AND OPERATING BUDGET**

SECTION 4 **TWENTIETH ANNUAL INDEPENDENT
FINANCIAL AUDIT REPORT**

SECTION 1

**AFFORDABILITY GUIDELINES, RESIDENT
OCCUPANCY AND STATISTICS; INCOME,
AGE AND MARITAL STATUS**

Mountain Meadows Senior Housing Complex

Annual Reports for 2019

Monthly Occupancy Rates

January	73.0	99%
February	71.5	97%
March	72.0	97%
April	71.0	96%
May	73.0	99%
June	72.5	98%
July	73.0	99%
August	73.0	99%
September	73.0	99%
October	73.5	99%
November	74.0	100%
December	73.0	99%

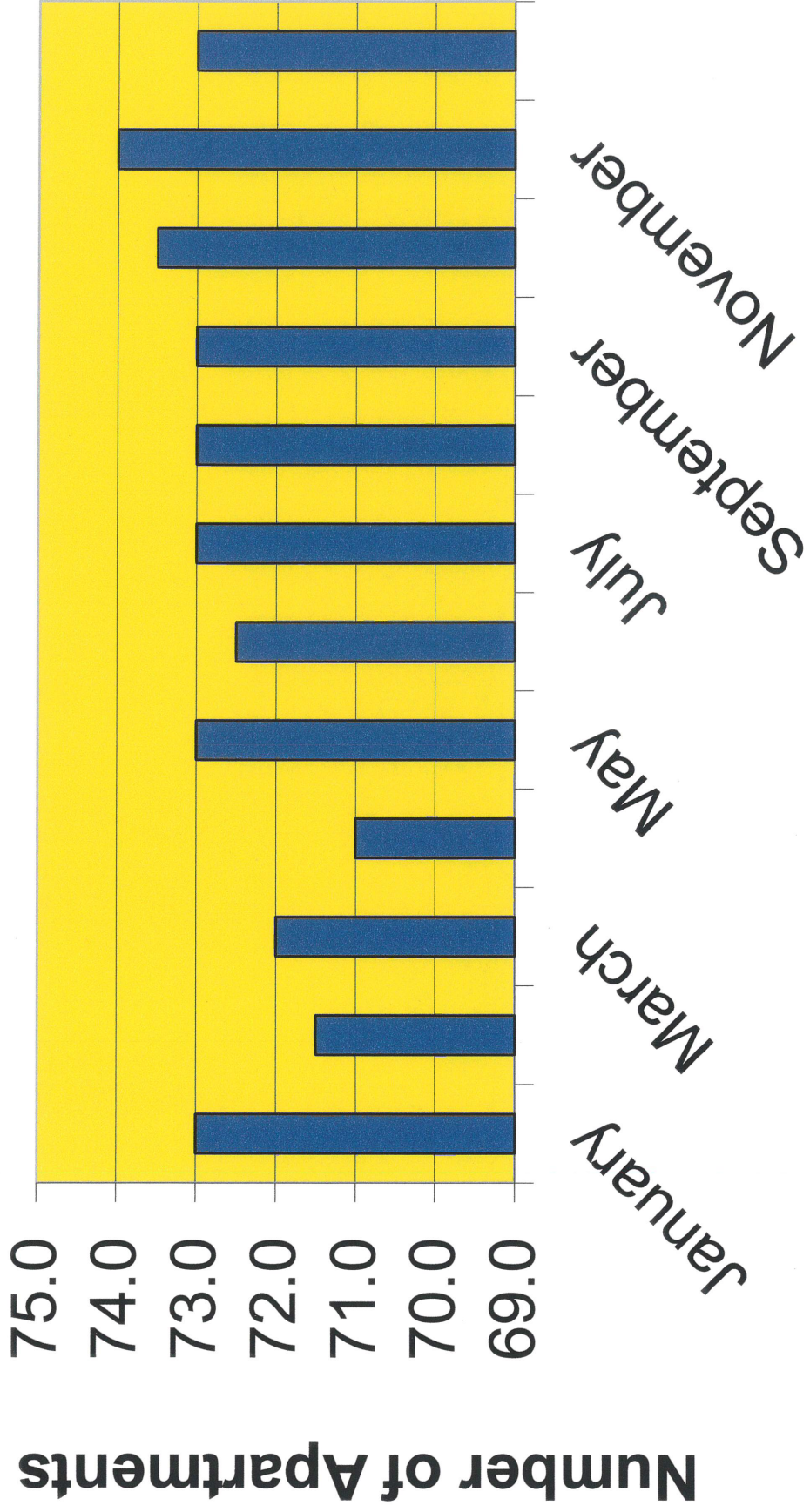
MAXIMUM OCCUPANCY

74

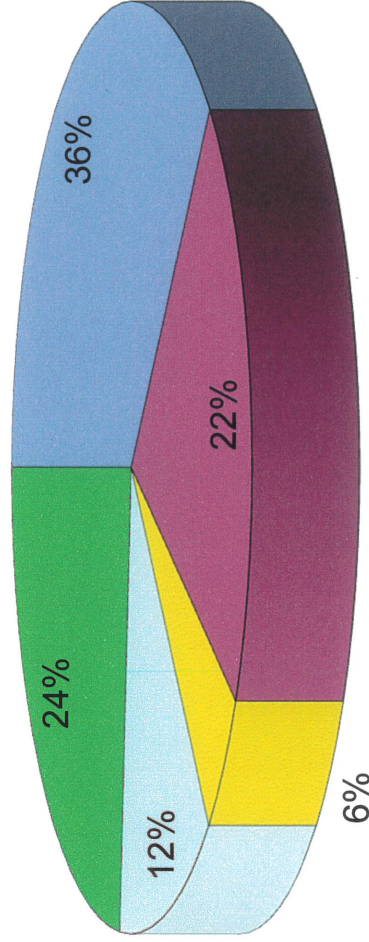
Residency Statistics

Big Bear Lake Residents	26	36%
Immediate Family from Big Bear Lake	16	22%
Big Bear Valley Residents	4	6%
Immediate Family from Big Bear Valley	9	12%
Non Big Bear Residents	17	24%

Mountain Meadows Senior Housing Complex 2019 Monthly Occupancy



Mountain Meadows 2019 Residency Statistics



- Big Bear Lake Residents
- Immediate Family from Big Bear Lake
- Big Bear Valley Residents
- Immediate Family from Big Bear Valley
- Non Big Bear Residents

Mountain Meadows Senior Housing

Annual Reports for 2019

Residents Marital Status

SINGLE WOMEN	37	51%
SINGLE MEN	30	42%
MARRIED COUPLES	5	7%

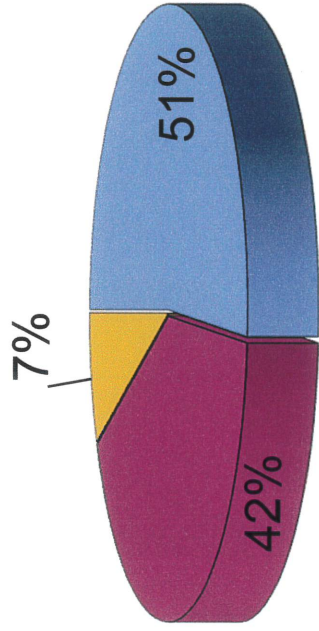
Residents' Income Levels

EXTREMELY LOW INCOME	29	40%
VERY LOW INCOME	27	38%
LOW INCOME	14	20%
MEDIAN INCOME	1	1%
MODERATE INCOME	1	1%

Residents Age Groups

BETWEEN 62 AND 70 YEARS	23	32%
BETWEEN 71 AND 80 YEARS	30	42%
BETWEEN 81 AND 90 YEARS	15	21%
91 YEARS AND OLDER	4	5%

Mountain Meadows Seniors 2019 Residents Marital Status

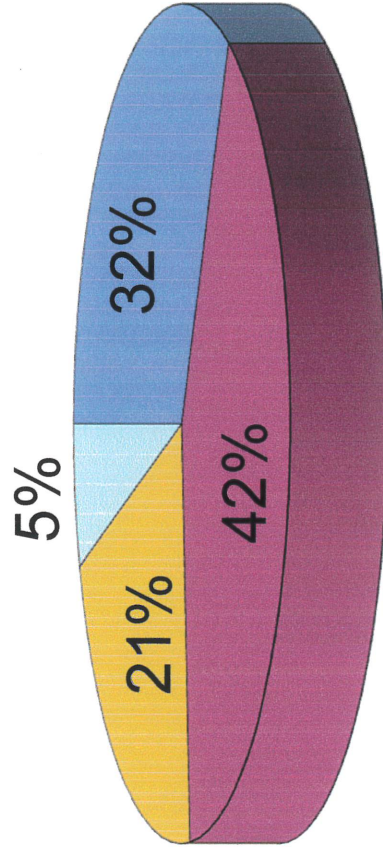


■ SINGLE WOMEN

■ SINGLE MEN

■ MARRIED COUPLES

Mountain Meadows 2019 Residents Age Groups



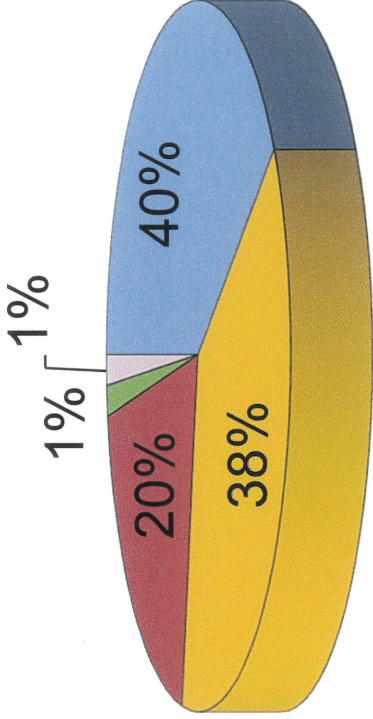
■ BETWEEN 62
AND 70 YEARS

■ BETWEEN 71
AND 80 YEARS

■ BETWEEN 81
AND 90 YEARS

■ 91 YEARS AND
OLDER

Mountain Meadows 2019 Residents' Income levels



OCCUPANCY SUMMARY


**FOR THE PERIOD ENDED
DECEMBER 31, 2019**

TOTAL NUMBER OF UNITS IN THE PROJECT:	75
TOTAL UNITS OCCUPIED TO DATE:	73
TOTAL UNITS AVAILABLE FOR RENT TO QUALIFIED HOUSEHOLDS:	74
TOTAL UNITS WHO COMMENCED OCCUPANCY BY QUALIFIED HOUSEHOLDS:	89
UNIT VACANCY AS OF THIS SUBMITTAL	2

ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all new Qualified Households who have moved into Mountain Meadows since the filing of the last Designation of Units. The same are true and correct to the best of undersigned's knowledge and belief.

**MOUNTAIN MEADOW SENIOR
HOUSING COMPLEX PARTNERS, LTD.
THE NORTHRIDGE GROUP, INC.
GENERAL PARTNER**



MARY JO JAHN, President

2019 Affordability Guidelines

(Based on currently effective Income Statistics for this County, as set forth in Title 25 California Code Regulations, Section 6932, Operative as of May 6, 2019 copy of Memorandum attached.)

San Bernardino County

Median Income, family of 4 : \$ 69,700

Eligible Income Levels

Household	Extremely Income	Very Low Income	Low Income	Median Income	Moderate Income
1 Person	\$ 15,100	\$ 25,150	\$ 40,250	\$ 48,800	\$ 58,550
2 Persons	17,250	28,750	46,000	55,750	66,900
3 Persons		32,350	51,750	62,750	75,300
4 Persons		35,900	57,450	69,700	83,650

Affordable Monthly Housing Rents Based on the above Income Levels

Unit Type		Very Low Income	Low Income	Median Income	Moderate Income
1 Bedroom	1 Person	\$ 629	\$ 1,006	\$ 1,220	\$ 1,464
1 Bedroom	2 Persons	719	1,150	1,394	1,673
2 Bedrooms		809	1,294	1,569	1,883
3 Bedrooms		898	1,436	1,743	2,091

Note:

Monthly Rent has been calculated at 30% of income and does not include any allowance for tenant separately charged utilities.

SECTION 2

CERTIFICATION OF RESIDENTS CONTINUING COMPLIANCE PROGRAM

Please note, this section contains confidential information on Residents and should not be released to the public without authorization.

**MOUNTAIN MEADOWS SENIOR HOUSING PROJECT
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS**

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

FOR ANNUAL REPORT PERIOD ENDED DECEMBER 31, 2019

The undersigned, Mary Jo Jahn, as the authorized representative of Mountain Meadows senior Housing complex Partners, Ltd. (the "Developer"), which is a California Limited Partnership, has read and is thoroughly familiar with the provisions of the various documents associated with the Rent Credit Purchase from the Developer by the City of Big Bear Lake Improvement Agency (the "Agency"), as established in numerous documents including the Regulatory Agreement and Declaration of Restrictive covenants, dated as of November 6, 1997, between the Developer and Agency.

As of the date of Certificate, the following number and percentage of completed residential units in the project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated.

	<u>No.</u>	<u>Percentage</u>
Number of Units occupied by Extremely Low Income Tenants	29	40%
Number of Units occupied by Very Low Income Tenants	27	38%
Number of Units occupied by Low Income Tenants:	14	20%
Number of Units occupied by Median Income:	1	1%
Number of Units occupied by Moderate Income Tenants:	1	1%
Number of Vacant Units:	2	
Number of qualified Households who commenced Occupancy during the preceding report period:	89	

Attached is a separate sheet (the "Occupancy Summary") listing, among other items, the appropriate information for each apartment unit in the Project; the number of apartment units, the occupant of each unit and rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the owner and is certified under penalty of perjury by each tenant.

The undersigned hereby certifies that (1) a review of the activities of the Developer during each reporting period and of the Developer's performance under the Regulatory Agreement has been made under the supervision of the undersigned, and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, the Developer is not in default under any of the terms and provisions of the above documents.

**MOUNTAIN MEADOWS SENIOR HOUSING
COMPLEX PARTNERS, LTD.,
THE NORTHRIDGE GROUP, INC.,
GENERAL PARTNER**

BY:



MARY JO JAHN, President

SECTION 3

**BALANCE SHEET, PROJECT INCOME
STATEMENT AND OPERATING BUDGET**

Mountain Meadows

Senior Housing Complex Partners Ltd.

P. O. Box 134401 * Big Bear Lake, CA 92315

Balance Sheet

As of December 31, 2019

Assets

Current Assets

Cash in Bank	\$	112,381.04
Certificates of Deposit		75,934.54
TOTAL LIQUID ASSETS	\$	188,315.58
Prepaid Expenses		7,500.00

Fixed Assets

Land		520,200.00
Project Landscaping	112,575.80	
Selfstanding Storage Building		
Driveway/Parking Lot Improvements	364,880.97	
Buildings	5,560,318.84	
Apartments Furniture & Fixtures	199,917.23	
Total depreciable assets	6,237,692.84	
Accumulated Depreciation & Amortization	(4,644,538.86)	
TOTALFIXED ASSETS (Net of Depreciation)		1,593,153.98
TOTAL ASSETS	\$	2,309,169.56

Liabilities and Partners' Equity

Loans Payable	\$	-
Accounts Payable		-
Tenants Security Deposits		41,911.00
Total Current Liabilities		41,911.00
Rent Credits Payable, City of Big Bear Lake		2,216,854.00
Total Liabilities		2,258,765.00
Partners' Capital Accounts, beginning of this FY	\$ (155,986.25)	
Replacement Reserves, beginning balance, this FY	192,626.15	
Reserves, set aside this year	45,000.00	
Replacement Reserves, used this year	(41,477.52)	
Distributable Cash Flow this Fiscal Year	117,332.18	
Cash Flow Distributions this Fiscal Year to date	(109,631.00)	
Non Cash Transactions, Rent Subsidy & Depreciation	2,541.00	
Partners net Accounting Equity to this date		50,404.56
TOTAL LIABILITIES & CAPITAL	\$	2,309,169.56

Mountain Meadows
Senior Housing Complex Partners Ltd.

P. O. Box 134401 * Big Bear Lake, CA 92315

Income Statement

For the Fiscal Year ended December 31, 2019

Rental Income	\$ 521,881.93	
Rental Subsidy Income	204,634.00	
Interest Income	969.66	
GROSS REVENUES		\$ 727,485.59
<u>General Expenses & Reserves</u>		
Insurance	\$ 28,069.80	
Gas Service	6,888.81	
Janitorial Supplies & Expense	4,612.51	
Apartments cleaning after move-outs	7,854.36	
Repairs & Maintenance	59,407.90	
Property Taxes & Licenses	40,902.48	
Telephone & Postage	3,268.33	
Electricity Service	14,265.68	
Water Service	23,992.12	
Refuse Disposal	6,241.66	
Elevator Maintenance	13,150.20	
Landscape Maintenance	17,036.99	
Snow removal services	10,000.00	
Emergency Call Monitoring	2,722.00	
Interest Expense	20,808.00	
TV Cable service	1,105.13	
Management Fee	71,736.00	
Resident Managers' Salaries & Payroll Taxes	21,376.17	
Audit, Tax preparation and Legal Services	4,950.00	
Miscellaneous Expenses	810.44	
Advertising Expenses	1,320.83	
Replacement Reserves used this Fiscal Year	41,477.52	
Depreciation	202,093.00	
Total Expenses		604,089.93
TAXABLE PROFITS		\$ 123,395.66
Replacement Reserves set-aside from profits		\$ (45,000.00)
Replacement Reserves used this F. Y.		\$ 41,477.52
Non Cash Flow related transactions		(2,541.00)
Distributable Profits this Fiscal Year		\$ 117,332.18

Mountain Meadows Senior Housing Complex Partners Ltd.

Annual Operating Budget

For the Fiscal Year ending December 31, 2020

Rental Income, Cash Receipts	\$	539,904	
7.00 % Vacancy and Collection allowance		(37,838)	
Rental Income, Rent Credits amortization		204,634	
Interest Income		300	
		<hr/>	
Gross Revenues			\$ 707,000
Expenses & Reserves			
Insurance	\$	35,000	
Gas Service		7,200	
Janitorial Supplies & Expense		5,000	
Apartments cleaning after move-outs		8,300	
Repairs & Maintenance		65,000	
Taxes & Licenses		43,000	
Telephone & Postage		3,600	
Electricity Services		14,700	
Water Services		25,000	
Refuse Disposal Service		6,500	
Elevator Maintenance & Repairs		13,600	
Electronic Gates Maintenance & Repairs		3,100	
Landscape Maintenance services		17,500	
Parking Lot cleaning & snow removal		14,000	
Emergency Call monitoring service		7,500	
Apartments Advertising		2,000	
Property Management Fee		74,000	
Resident Manager Salary & Payroll Taxes		25,000	
Dues & Subscriptions		300	
Office Supplies & Expense		900	
Legal & Auditing		6,500	
Contingency Reserve		10,200	
Depreciation and Amortization		202,100	
Replacement Reserves Set-Aside		45,000	
		<hr/>	
Total Expenses and Reserves			635,000
			<hr/>
Projected Profits for this Fiscal Year			\$ 72,000
			<hr/> <hr/>

SECTION 4

NINETEENTH ANNUAL INDEPENDENT FINANCIAL AUDIT REPORT

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX
PARTNERS LTD.

Report On Audit Of
Financial Statements – Tax Basis

For The Year Ended
December 31, 2019

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX
PARTNERS LTD.

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FINANCIAL STATEMENTS	
Statements Of Assets, Liabilities, And Capital – Tax Basis	3
Statements Of Revenues, Expenses, And Changes In Partners' Capital – Tax Basis	4
Statements Of Cash Flows – Tax Basis	5
Notes To Financial Statements	6

INDEPENDENT AUDITOR'S REPORT

To The Partners
Mountain Meadows Senior Housing Complex Partners Ltd.
Big Bear Lake, California

We have audited the accompanying financial statements of Mountain Meadows Senior Housing Complex Partners Ltd., which comprise the statement of assets, liabilities, and capital—tax basis as of December 31, 2019, and the related statements of revenues, expenses and changes in partners' capital, and cash flows —tax basis for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair representation of these financial statements in accordance with the tax basis of accounting described in Note 1; this includes determining that the tax basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Continued

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities and capital of Mountain Meadows Senior Housing Complex Partners Ltd., as of December 31, 2019, and its revenues, expenses and changes in partners' capital, and its cash flows for the year then ended in accordance with the basis of accounting Mountain Meadows Senior Housing Complex Partners Ltd. uses for the tax basis as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting Mountain Meadows Senior Housing Complex Partners Ltd. uses for tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Munson, Cronick & Associates, LLP

MUNSON, CRONICK & ASSOCIATES, LLP
Certified Public Accountants

Fullerton, California
February 18, 2020

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

Statements Of Assets, Liabilities,

And Capital – Tax Basis

As Of December 31, 2019

Assets

CURRENT ASSETS	
Cash	\$ 63,612
Cash for replacement reserve	124,705
Prepaid expense	<u>7,500</u>
TOTAL CURRENT ASSETS	195,817
PROPERTY AND EQUIPMENT, NET	<u>2,113,354</u>
TOTAL ASSETS	<u>\$ 2,309,171</u>

Liabilities and Capital

CURRENT LIABILITIES	
Security deposits	\$ 41,911
Income tax payable	800
Current portion, rent credit payable	<u>204,634</u>
TOTAL CURRENT LIABILITIES	247,345
LONG-TERM LIABILITY	
Rent credit payable, net of current portion	<u>2,012,220</u>
TOTAL LIABILITIES	2,259,565
PARTNERS' CAPITAL	<u>49,606</u>
TOTAL LIABILITIES AND CAPITAL	<u>\$ 2,309,171</u>

See accompanying notes and auditor's report.

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

Statements Of Revenues, Expenses
And Changes in Partners' Capital – Tax Basis

For The Year Ended
December 31, 2019

Revenue:	
Rental income	\$ 521,882
Rent credit income	<u>204,634</u>
Total revenue	<u>726,516</u>
General and administrative expenses:	
Depreciation	202,093
Resident manager fee	21,376
Advertising	1,321
Bank charges	115
Elevator maintenance	13,150
Emergency call services	2,722
Insurance	28,070
Interest	20,808
Janitorial expense	12,467
Landscape maintenance	17,037
Legal and professional	4,950
Management fees	71,736
Office expense	697
Repairs and maintenance	100,885
Snow removal	10,000
Taxes and licenses	40,902
Telephone	3,268
Utilities	<u>52,494</u>
Total general and administrative expenses	<u>604,091</u>
Income from operations	122,425
Other income	<u>970</u>
Income before income taxes	123,395
Less, provision for income taxes	<u>800</u>
Net income	122,595
Partners' capital, beginning	36,642
Less, partners' draws	<u>(109,631)</u>
Partners' capital, ending	<u>\$ 49,606</u>

See accompanying notes and auditor's report.

MOUNTAIN MEADOWS SENIOR HOUSING COMPLEX PARTNERS LTD.

Statement Of Cash Flows – Tax Basis

For The Year Ended

December 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

NET INCOME	\$ 122,595
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	
Depreciation	202,093
Amortization of rent credit payable	(204,634)
CHANGES IN ASSETS AND LIABILITIES (INCREASE) DECREASE IN	
Prepaid expense	(165)
Security deposits	1,590
Income tax payable	800
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>122,279</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Partners' draws	<u>(109,631)</u>
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(109,631)</u>
NET INCREASE IN CASH	12,648
CASH, BEGINNING	<u>175,669</u>
CASH, ENDING	<u><u>188,317</u></u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION

Cash paid for:

Interest	<u><u>\$ 20,808</u></u>
----------	-------------------------

See accompanying notes and auditor's report.

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements
For The Year Ended December 31, 2019

1. Summary Of Significant Accounting Policies:

Business Activity

The Company is a limited partnership organized in the State of California that was formed to construct and operate a 75 unit senior citizen apartment complex in Big Bear Lake, California.

Basis Of Accounting

The accompanying financial statements have been prepared on the accounting basis used by the Company for federal income tax purposes. That basis differs from accounting principles generally accepted in the United States of America (GAAP) primarily because the income tax basis of accounting uses accelerated methods and shorter lives for depreciating property and equipment. GAAP depreciates assets over the estimated useful lives of the assets.

Cash And Cash Equivalents

The Company considers securities purchased within three months of their date of maturity to be cash equivalents. As of December 31, 2019 and 2018, and throughout the year, the Company did not have balances in excess of federally insured limits (FDIC). The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Advertising

The Company expenses advertising costs as they are incurred.

Property And Equipment

Property and equipment is stated at cost. Expenditures for repairs and maintenance are expensed as incurred. Provision for depreciation is made using the election to expense and modified accelerated cost recovery system under the Internal Revenue Code. Generally accepted accounting principles require recording depreciation over the estimated useful lives of such assets. The effect of this departure on the accompanying financial statements has not been determined.

Income Taxes

Federal income taxes are not payable by, or provided for, the partnership. Partners are taxed individually on their share of partnership earnings. Partnership net revenue is allocated per ownership percentage to the partners. Limited partnerships in California pay an annual minimum tax of \$800.

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements
For The Year Ended December 31, 2019

1. Summary Of Significant Accounting Policies, Continued:

Use Of Estimates

The preparation of financial statements on the income tax basis of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosure. Accordingly, actual results could differ from those estimates.

Revenue Recognition

The Partnership recognizes rental income when rent is received from the tenant. Security deposits received from tenants are recorded as a liability to be refunded or used to cover excess wear and tear expenses when the tenant vacates the apartment.

Uncertain Tax Positions

The Partnership does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Partnership's tax returns will not be challenged by the taxing authorities. Generally, the Partnership's tax returns remain open for three years for federal income tax examination.

2. Cash For Replacement Reserve:

The Partnership sets aside \$45,000 per year as a replacement reserve for major repairs and subtracts from the reserve for major repairs incurred each year. Replacement repairs for the year ended December 31, 2019, were \$41,478. The replacement reserve fund consists of a certificate of deposit for \$75,935 and \$48,770 in a bank checking account.

3. Property And Equipment:

Property and equipment as of December 31, 2019, is comprised of:

Buildings	\$	5,560,319
Land		520,200
Driveway and parking lots		364,881
Landscape improvements		112,576
Furniture and equipment		<u>199,917</u>
		6,757,893
Less, accumulated depreciation		<u>(4,644,539)</u>
	\$	<u><u>2,113,354</u></u>

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements
For The Year Ended December 31, 2019

3. Property And Equipment, Continued:

Depreciation expense related to the property and equipment was \$202,093 for the year ended December 31, 2019.

4. Land:

The Partnership received the land, at fair value, to build the senior housing complex in Big Bear Lake from a partner as his capital contribution. The Partnership agreed to pay a return of 4% per year on the land value to the partner until the partnership is terminated or sold. The annual return of \$20,808 is recorded as interest expense.

5. Rent Credit Payable:

The city of Big Bear Lake provided \$6,230,000 for the construction of the senior housing complex in return for rent credits. The rent credits are to be amortized over 382 months for Phase I and 360 months for Phase II. The annual rent credit is \$204,634 and is shown as a current liability. The remaining long term rent credit balance is \$2,012,220.

6. Management Fee Commitments:

The general partner of the Partnership is a corporation owned by two of the limited partners. The Partnership has a property management agreement with the general partner giving the general partner exclusive rights to manage the property as stated in the Partnership agreement. The property management agreement is on an annual basis. It is the intent of the Partnership to continually renew the property management agreement. Management fees paid for the year ended December 31, 2019, were \$71,736. Management fees increase parallel with rental income.

The following is a schedule, by years, of future estimated management fees as of December 31, 2019.

<u>Year Ending December 31.</u>		
2020	\$	73,890
2021		76,107
2022		78,390
2023		80,742
2024		83,164
		83,164
	\$	392,293

Continued

Mountain Meadows Senior Housing Complex Partners Ltd.
Notes To Financial Statements
For The Year Ended December 31, 2019

7. Related Party:

The Partnership reimburses another related corporation, owned by two of the limited partners, for the payroll and payroll expenses of the resident manager's salary, landscape, cleaning, office expenses, management fees, janitorial services and repair and maintenance expenses. Management believes the services provided by the related party are competitive with the area market. The total amount reimbursed for the year ended December 31, 2019 was \$141,992.

8. Evaluation Of Subsequent Events:

The Partnership has evaluated subsequent events through February 18, 2020, the date which the financial statements were available to be issued.

ATTACHMENT 2dii

2018 Compliance
Report for The
Crossings at Big Bear
Lake

2018 COMPLIANCE REPORT

SUBMITTED TO THE
CITY OF BIG BEAR LAKE
IMPROVEMENT AGENCY
FOR

The Crossings at Big Bear Lake

A Family Housing Complex

October 8, 2019

Hyder Property Management Professionals

October 8, 2019

Jeff Mathieu
Executive Director
Big Bear Lake
Improvement Agency
39707 Big Bear Blvd
Big Bear Lake, CA 92315

RE: Crossings at Big Bear Lake Family Housing Complex
2018 Compliance Report

Dear Mr. Mathieu:

The following is information regarding the 2018 Compliance Report being submitted to the City of Big Bear Lake Improvement Agency for The Crossings at Big Bear Lake Family Housing Complex.

Information includes:

- Eligible Income Levels
- Affordable Monthly Housing Rents
- Monthly Occupancy Rates
- Resident Income Levels
- Year End Occupancy
- Statement of Income and Cash Flow

This site is a new property that was leased up in September 2011.

If you have any questions, please feel free to contact me directly at (760) 591-9737 ext. 43.

Thank you,

Kyle Beach
Director of Operations
Hyder Property Management Professionals

1649 Capalina Road, Suite 500
San Marcos, CA 92069

phone (760) 591-9737
fax (760) 591-9784

Hyder Property Management Professionals

2018 Affordability Guidelines

San Bernardino County

Median Income, family of 4: \$65,800.00

Eligible Income Levels

Household	Extremely Low Income	Very Low Income	Low Income
1 Person	\$14,150	\$23,600	\$37,750
2 Persons	\$16,460	\$27,000	\$43,150
3 Persons	\$20,780	\$30,350	\$48,550
4 Persons	\$25,100	\$33,700	\$53,900

Affordable Monthly Housing Rents

Based on the above Income Levels

Unit Type	30%	35%	40%	50%	60%
2 Bedroom 3 persons	\$455	\$531	\$607	\$758	\$910
3 Bedroom 4,5 Persons	\$525	\$613	\$701	\$876	\$1051

Note: Monthly rent does not include any allowance for tenant separately charged utilities.

Crossings at Big Bear Lake Family Housing Complex

Annual Report for 2018

Monthly Occupancy Rates

January	42	100%
February	42	100%
March	42	100%
April	41	99%
May	42	100%
June	42	100%
July	42	100%
August	42	100%
September	42	100%
October	42	100%
November	41	99%
December	42	100%

Maximum Occupancy 42

Resident Income Levels

<u>Description</u>	<u>Number of Units</u>	<u>Percentage</u>
2 Bedroom 30%	3	7%
2 Bedroom 35%	3	7%
2 Bedroom 40%	6	14%
2 Bedroom 50%	8	19%
2 Bedroom 60%	7	19%
3 Bedroom 30%	2	5%
3 Bedroom 35%	2	5%
3 Bedroom 40%	2	5%
3 Bedroom 50%	4	10%
3 Bedroom 60%	4	10%

Hyder Property Management Professionals

Resident Location Information – current

27 units have residents from Big Bear Lake

11 units have residents from Big Bear Valley (Big Bear City, Sugarloaf, Running Springs, etc.)

4 units have residents from out of the area

0 vacant unit

Occupancy summary for the period ended December 31, 2018:

Total number of units in the project: 42

Total units occupied to date: 42

The Crossings at Big Bear Lake is in compliance with LIHTC requirements.

Hyder Property Management Professionals



Demographic Report

Crossings at Big Bear Lake
12/31/2018

Gender		Race		Age		Adults / Children	
Males:	49	Native American:	0	0 – 10:	34	Children:	62
Females:	74	Asian:	6	11 – 20:	33	Adults:	61
Unknown:		Hawaiian:	0	21 – 30:	15	<hr/>	
<hr/>		Black:	3	31 – 40:	22	Total:	123
Total:	123	White:	74	41 – 50:	10		
		Unknown:	40	51 – 60:	4		
		<hr/>		Over 60:	5		
		Total:	123	<hr/>			
				Total:	123		



ATTACHMENT 2diii

2019 Compliance
Report for The
Crossings at Big Bear
Lake

2019 COMPLIANCE REPORT

SUBMITTED TO THE
CITY OF BIG BEAR LAKE
IMPROVEMENT AGENCY
FOR

The Crossings at Big Bear Lake

A Family Housing Complex

January 19, 2021

Hyder Property Management Professionals

January 19, 2021

Frank Rush
Executive Director
Big Bear Lake
Improvement Agency
39707 Big Bear Blvd
Big Bear Lake, CA 92315

RE: Crossings at Big Bear Lake Family Housing Complex
2019 Compliance Report

Dear Mr. Rush:

The following is information regarding the 2019 Compliance Report being submitted to the City of Big Bear Lake Improvement Agency for The Crossings at Big Bear Lake Family Housing Complex.

Information includes:

- Eligible Income Levels
- Affordable Monthly Housing Rents
- Monthly Occupancy Rates
- Resident Income Levels
- Year End Occupancy
- Statement of Income and Cash Flow

This site is a new property that was leased up in September 2011.

If you have any questions, please feel free to contact me directly at (760) 591-9737 ext. 43.

Thank you,

Kyle Beach
Director of Operations
Hyder Property Management Professionals

Hyder Property Management Professionals

2019 Affordability Guidelines

San Bernardino County

Median Income, family of 4: \$69,700.00

Eligible Income Levels

Household	Extremely Low Income	Very Low Income	Low Income
1 Person	\$15,100	\$25,150	\$40,250
2 Persons	\$17,250	\$28,750	\$46,000
3 Persons	\$21,330	\$32,350	\$51,750
4 Persons	\$25,750	\$35,900	\$57,450

Affordable Monthly Housing Rents Based on the above Income Levels

Unit Type	30%	35%	40%	50%	60%
2 Bedroom 3 persons	\$485	\$566	\$647	\$808	\$970
3 Bedroom 4,5 Persons	\$560	\$653	\$747	\$933	\$1120

Note: Monthly rent does not include any allowance for tenant separately charged utilities.

Crossings at Big Bear Lake Family Housing Complex

Annual Report for 2019

Monthly Occupancy Rates

January	42	100%
February	42	100%
March	42	100%
April	42	100%
May	42	100%
June	42	100%
July	41	98%
August	41	98%
September	42	100%
October	41	98%
November	42	100%
December	41	98%

Maximum Occupancy 42

Resident Income Levels

<u>Description</u>	<u>Number of Units</u>	<u>Percentage</u>
2 Bedroom 30%	3	7%
2 Bedroom 35%	3	7%
2 Bedroom 40%	6	14%
2 Bedroom 50%	8	19%
2 Bedroom 60%	8	19%
3 Bedroom 30%	2	5%
3 Bedroom 35%	2	5%
3 Bedroom 40%	2	5%
3 Bedroom 50%	4	10%
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Hyder Property Management Professionals

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27 units have residents from Big Bear Lake

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Occupancy summary for the period ended December 31, 2019:

Total number of units in the project: 42

Total units occupied to date: 42

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Hyder Property Management Professionals

Demographic Report

Crossings at Big Bear Lake
12/31/2018

Gender		Race		Age		Adults / Children	
Males:	49	Native American:	0	0 – 10:	34	Children:	62
Females:	74	Asian:	6	11 – 20:	33	Adults:	61
Unknown:		Hawaiian:	0	21 – 30:	15	<hr/>	
<hr/>		Black:	3	31 – 40:	22	Total:	123
Total:	123	White:	74	41 – 50:	10		
		Unknown:	40	51 – 60:	4		
		<hr/>		Over 60:	5		
		Total:	123	<hr/>			
				Total:	123		



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 3.1

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH
BEAR VALLEY MUTUAL WATER COMPANY
FOR ACQUISITION OF AN ~19-ACRE LAKEFRONT PROPERTY**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution to execute a 99-year+ lease agreement with Bear Valley Mutual Water Company that will enable the City to acquire control of an ~19 acre lakefront property located just east of Veterans Park and Big Bear Community Church. The proposed agreement calls for the City to lease the property for a period of 99 years, at a cost of \$100,000 per year (with an annual escalator clause), with options to extend the agreement for up to an additional 30 years. The property would be developed as a signature lakefront park in the center of Big Bear Lake, and a portion of the property may include future residential and/or commercial development. The City would have full authority over the current and future use of the property, and would be responsible for all aspects of property management, as if the City owned the property outright. The City would inherit and manage existing leases for the 2 restaurants on the site, 2 existing single family residences, a boat trailer storage area, a small commercial building, and up to 60 mobile home sites. The City would retain all rental income (approximately \$340,000) associated with these existing leases, and would utilize this rental income to manage and maintain these properties. The City would integrate the existing restaurants into future park development plans, and would continue to honor all lease agreements with single family and mobile home tenants. Ultimately, and with no urgency whatsoever (over a period of several years), the City would work cooperatively with existing tenants to relocate them to quality, alternative housing. The proposed agreement includes a 6-month due diligence period that would begin upon execution of the agreement, and the City has the right to exit the agreement prior to the expiration of the 6-month period if significant concerns are identified during the due diligence period.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing the Execution of a Lease Agreement with Bear Valley Mutual Water Company for Acquisition of an ~19-Acre Lakefront Property.

RESPONSIBLE STAFF Frank A. Rush, Jr., City Manager

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: Resolution Authorizing the Execution of a Lease Agreement with Bear Valley Mutual Water Company for Acquisition of an ~19-Acre Lakefront Property

BACKGROUND

The City has been exploring the potential acquisition and development of a new signature lakefront park for the past year and a half, with particular interest in the center of the City in the general vicinity of The Village. To this end, the City has been working cooperatively with Bear Valley Mutual Water Company (Bear Valley Mutual) for more than a year to negotiate the City's acquisition of a total of 6 parcels comprising approximately 19 acres, with approximately ½ mile of lake frontage.

The ~19 acres is located directly east of Pine Knot Marina and Community Church, and directly west of the Vintage Inn. The property is located on both sides of Alden Road, and includes approximately 465 feet of frontage on Big Bear Boulevard. The property includes the two Pines Restaurants, two single-family homes, the Leisure Bear Mobile Home Park (that includes a total of 60 mobile home units), a small commercial building on SR 18, and ancillary boat trailer storage for Pine Knot Marina.

The ~19 acres is an attractive property in Big Bear Lake, and private developers have made numerous inquiries to Bear Valley Mutual over the years. Bear Valley Mutual has been and remains unwilling to sell the property to a private developer, however, they are willing to work cooperatively with the City of Big Bear Lake to foster the improvement of the property to benefit the City and the public. The City initially inquired about the possible purchase of the ~19 acres, but Bear Valley Mutual remains unwilling to sell the property. However, Bear Valley Mutual is amenable to a long-term lease agreement with the City that would essentially enable the City to control the property for a substantial period of time, and the recent negotiations have led to the proposed lease agreement presented for Council consideration on November 1.

DISCUSSION

Under the proposed lease agreement, the City would lease the entire ~19 acres for a 99-year period, with the potential for six 5-year extensions that would extend the term to 129 years. The City would assume all rights and responsibilities associated with the property, control all current operations and existing leases, and determine any future development and redevelopment of the property - essentially as if the City owned the property - for the next 99 – 129 years. In exchange, the City would remit an annual rent payment of \$100,000 (plus a 2% annual escalator) to Bear Valley Mutual.

The City would become the landlord for the existing leases on the property (the two Pines restaurants, the two single-family homes, the Leisure Bear Mobile Home Park, and trailer storage), and would retain all rental income associated with the properties. Combined, the existing leases are expected to generate approximately \$340,000 annually, and these funds would be used to manage and maintain the ~ 19 acres. The City would either enter into an agreement with a private property management firm or hire additional staff to manage and maintain the property.

In the short-term (the next 2 – 5 years), the City would manage and maintain the property in its current condition and with the current uses. The City, would, however, make initial efforts to clean up the property and make the lakefront areas available for limited public use as soon as possible. In the long-term, the City would develop a signature lakefront park on approximately 10 acres (or more), and would have the right to develop up to approximately 9 acres (or less) with new residential and commercial uses. I anticipate that the City would determine the extent and character of any desired new development on the site, and then negotiate with a private developer to construct any new residential and commercial uses on the site. The City would collect rent payments associated with any new development, and those payments would be shared equally with Bear Valley Mutual in the future.

The City would honor all current leases with the two Pines Restaurants, the two single-family homes, and all tenants at the Leisure Bear Mobile Home Park, but would work to terminate the trailer storage lease (expires in 2023) and small commercial building lease (expires in 2024) in the near future. The two leases for the two Pines Restaurants expire in 2024, and I would anticipate potentially extending the leases and incorporating the restaurants into the new park design. The leases for the single-family homes and the mobile home park are essentially annual leases at this point, and the City would work cooperatively with these tenants over the next several years to relocate them to alternative housing. Ultimately, these features would be eliminated and potentially be the site of new development. The City would likely explore an arrangement with the eventual private developer (of the up to 9 acres allotted for development) whereby the developer is required to provide quality alternative housing for the current tenants in exchange for the right to develop on the property. At any rate, I anticipate that the City would be very patient and work cooperatively to ensure that existing tenants are treated favorably, even if this process takes many years.

A detailed summary of the proposed lease terms and aerial photo maps are attached to this report, along with the actual lease agreement. The Bear Valley Mutual Board of Directors approved the lease agreement at its October 26, 2021 meeting by a 6-1 vote, and it is now presented for City Council consideration on November 1. Council should note that the agreement would be effective upon execution of the agreement, however, it includes a 6-month “due diligence” period for the City to perform additional research, including environmental analyses. Assuming no significant concerns are identified over the next 6 months, the agreement would commence in May 2022, and the City would make the first annual rent payment and assume responsibility for the property at that time. If any significant concerns are revealed during the “due diligence” period, the City will have the option to terminate the agreement or enter into additional negotiations with Bear Valley Mutual at that time.

I am very pleased to present the proposed lease agreement for Council consideration, and believe it represents a special, unique opportunity that will benefit the community in the short-term and for the next century or more. The City’s acquisition of the ~19 acres will provide the City the opportunity to completely transform this area of the City that does not look as attractive as it could.

It offers the opportunity for the development of a central, signature park that enhances public enjoyment of the lake in close proximity to the City's main visitor area (The Village). The City will have the opportunity to create a lakefront park that is significantly larger than any other City-owned park, with the potential to create a well-maintained and attractive public beach on the lakefront in this area. The new park would likely become the central feature in the City, and could host numerous large public events and gatherings in the future. The lease agreement will also foster attractive new commercial and residential development, enhancing the tax base and the local economy, and enhancing the overall aesthetic quality of this area. Finally, the future park development and new private development will ideally be integrated with other future redevelopment opportunities between the Marina Resort, Pine Knot Marina, and the ~ 19 acres, and also integrate Rotary Park and Veterans Park into this entire area to create a very special public place in Big Bear Lake.

In short, the proposed lease agreement provides great value at a very affordable cost – with unlimited potential – resulting in significant benefits to the people of Big Bear Lake.

FISCAL IMPACT

The City's annual cost for the lease is \$100,000, and will escalate by 2% each year. The first payment would likely be due in May 2022, and an appropriate budget amendment would be presented to the City Council at that time. This additional expense would be funded by transient occupancy tax revenues in the Measure Y fund, ultimately derived from overnight visitors to Big Bear Lake.

The City will incur some expense to complete the "due diligence" process, and we estimate that the City's total expense will be in the \$25,000 - \$75,000 range, depending on what we discover during the "due diligence" process. The most significant expense will be associated with the completion of Phase I and Phase II environmental studies.

The City would assume all existing leases on the property, resulting in approximately \$340,000 of rental income annually. These funds would be utilized to manage and maintain the entire property, and depending on the City's management strategy, may ultimately be sufficient to also cover the City's annual lease payment.

The City may also eventually generate additional rental income from the property as the result of any new commercial or residential development that may occur. The agreement stipulates that the City will share the net rental income associated with any new development on the site equally with Bear Valley Mutual, and this additional rental income may also be sufficient to cover the City's annual lease payment.

The City will incur future expenses for the improvement of the property for public use and for future park development. In the short-term, I anticipate assigning City staff to make the property suitable for limited public use as soon as possible. In the long-term, I anticipate the City aggressively seeking Federal and State grant funding for future park development, and the City Council may also consider earmarking specific City revenues for future park improvements.

ENVIRONMENTAL CONSIDERATIONS

Section 15301 of the California Environmental Quality (CEQA) Guidelines exempts from further environmental review those projects involving "operation, repair, maintenance, permitting,

leasing, licensing, or other minor alteration of existing public or private structures, facilities...involving negligible or no expansion of existing or former use.” The proposed agreement would transfer control of the subject property from Bear Valley Mutual Water Company to the City of Big Bear Lake, and as no development is proposed or considered at this time, qualifies under this exemption. As such, no further assessment is necessary and a Notice of Exemption may be filed for the project.

Future park development, commercial development, and/or residential development will be subject to CEQA, and appropriate analyses will be completed at the appropriate time.

ATTACHMENTS

1. Summary of Proposed Terms
2. Resolution Authorizing the Execution of a Lease Agreement with Bear Valley Mutual Water Company for Acquisition of an ~19-Acre Lakefront Property
3. Ground Lease Agreement with Bear Valley Mutual
4. Aerial Photo Maps of Bear Valley Mutual Parcels
5. CEQA Notice of Exemption

ATTACHMENT 1

Summary of Proposed Terms



CITY OF **BIG BEAR LAKE** *California*

SUMMARY OF PROPOSED TERMS

City Lease of Bear Valley Mutual Water Company Properties

November 1, 2021

Total Parcels:	6 parcels
Total Land Area:	~ 18.91 acres
Total Lake Frontage:	~ 2,470 linear feet
Total SR 18 Frontage:	~ 465 linear feet
Term Length:	99-year lease, with option for six 5-year extensions. Total of 129 years.
City Cost:	\$100,000 annually, plus annual 2% increase. City would allocate Measure Y funds annually (derived from transient occupancy taxes).
Control:	City controls all future development and use of entire site, with process for consultation with Bear Valley Mutual.
Preliminary Concept:	Approximately 10 acres generally along lakeshore reserved for future development of City park, approximately 9 acres generally along SR 18 reserved for future private development.
Existing Leases:	<p>The Pines Restaurant, The Pines Tavern on The Lake – City would honor remaining term (2024 expiration), and may consider extension. Potentially incorporate restaurants into future park development.</p> <p>Boat Trailer Storage – City would seek to terminate lease at mutually agreeable date with Pine Knot Marina (2023 expiration).</p> <p>Small Commercial Building Along SR 18 – City would seek to terminate lease at mutually agreeable date with third-party (2024 expiration).</p> <p>2 Single-Family Homes – City would honor existing lease agreements and terminate at mutually agreeable date. City would be patient, and work cooperatively with current tenants.</p> <p>60 Mobile Home Spaces – City would honor existing annual lease agreements, and work over time to relocate all units to replacement housing. City would be patient, and work cooperatively with current tenants.</p>
Annual Rents:	All annual rents would accrue to City of Big Bear Lake, would cover operating expense, and may offset annual City lease expense.

Approximately \$280,000 annually from mobile home spaces.

Approximately \$60,000 annually from restaurant / tavern leases, 2 single-family homes, and boat trailer storage.

Mobile Home Park: City staff would manage the mobile home park, and annual rental income is expected to cover operating expenses. City would either hire a property management company or use rental proceeds to hire additional City staff to manage properties.

Complex California laws will ultimately require the relocation of all mobile home residents over time. City would treat current residents in a humane fashion, and work to relocate all residents over the next 2 – 10 years, but be patient and make special effort to complete this process in the most understanding manner.

Ideally, City would seek to relocate residents to new multi-family housing units to be constructed on the site as part of future private development, and funded by selected private developer.

Immediate Park Plans: City would perform minor improvements in the short-term to open the northern (lakefront) half of the property up for limited public use as soon as practical.

Future Park Development: City would complete a comprehensive park design in the next 1 – 2 years, with significant public involvement. City would consult with Bear Valley Mutual on specific park design.

Potential park features include landscaped open space, various park amenities (benches, gazebos, etc.) reserved natural areas, lakefront pedestrian / bicycle path (with connection to Veterans Park and eventually Meadow Park), lakefront pier, and smaller active park features (skate park? basketball court?). May also include new indoor recreation center if supported by community.

Lakefront area located east of The Pines Tavern would be developed as attractive, maintained, groomed sandy public beach. City would “chase” the water annually, and invest appropriately in clean sand, weed control, litter prevention, trash pickup, etc. Perpetual maintenance to create an attractive and desirable swimming location. Do not allow beach area to be deteriorated.

City would seek any and all grant funding for construction of desired park improvements, and also strategically allocate City funding for park improvements (Measure Y, etc.) in the future. City may also wish to consider levy of additional TOT (subject to voter approval) to generate funding for future park improvements.

Goal to complete comprehensive park improvements within 5 – 10

years, if not sooner.

Future Private
Development:

Approximately 9 acres generally along SR 18 reserved for future private development. City would control future private development on the site. Envisioned as mix of commercial and residential development.

City would negotiate with private development groups, and award project to most advantageous proposal. Consult with Bear Valley Mutual on specific project design.

Potential opportunity for new private development to take advantage of portion of lake frontage for private and/or commercial mooring. Potential opportunity to partner with Pine Knot Marina for larger, combined development project and/or unsold dockominium units. Potentially construct pedestrian bridge from The Pines Tavern to the existing east-west jetty (over the existing boat channel) to create common “flow”.

City and Bear Valley Mutual would share evenly (50%/50%) in annual rental income generated by new private investment. Future annual rental income from private investment expected to more than cover City’s annual \$100,000 master lease cost, and may also be used to generate capital improvement and/or annual maintenance funding.

Community Benefits:

Opportunity to completely transform this area of Big Bear Lake.

City can secure control of the property now, and take its time determining the best park design and future private investment. 129 years is a very long time!

Opportunity to create special park environment for everyone (residents and visitors) to enjoy. Could be used for large community events and gatherings, more evenly spread visitation around lake and take pressure off of other locations, and become Big Bear Lake’s “Central Park” – a signature public amenity for the entire City to be proud of.

Minimal acquisition cost for the City – affordable with great value.

Even if the City did not develop a park or promote new private development, the City could at least clean up the entire site. The entire site has not been as attractive as desired for many years – do we want that to continue to be the case in the future? Will it look exactly the same in 10 years? 20 years? 100 years?

Great partnership with Bear Valley Mutual to provide a significant public benefit.

Outstanding Concerns

To Be Investigated:

6-month “due diligence” period would begin upon execution of agreement. City would have until early May to complete “due diligence”.

City has option to terminate the agreement if “due diligence” uncovers any significant concerns.

Need to complete Phase I environmental study to ensure no significant environmental concerns. City expects to also complete Phase II environmental study. No significant environmental concerns expected, however, option for both parties to terminate agreement if it is not economically feasible to remediate any concerns.

Need to confirm existing lease terms with all commercial and residential interests.

Need to better understand expected mobile home resident relocation challenges and costs. It is likely that these challenges and costs can be overcome with hard work and patience, and that overall community benefits over next 129 years will far exceed costs. Ideally, all relocation expenses will ultimately be borne by selected private developer.

Investigate any challenges / opportunities associated with lake rights. Strong preliminary support from MWD General Manager for the overall concepts.

Preliminary Timeline:

Complete “due diligence” by May 2022, officially commence agreement at that time.

Begin initial clean-up efforts in summer 2022, as funds and time permit.

Open lakefront area for limited public use in fall 2022.

Begin public park planning process in fall 2022.

Seek applicable park grant funding at every possible opportunity, beginning in May 2022.

Determine desired private development on the site in fall 2022.

ATTACHMENT 2

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT WITH
BEAR VALLEY MUTUAL WATER COMPANY FOR
ACQUISITION OF AN ~19-ACRE LAKEFRONT PROPERTY**

WHEREAS, Bear Valley Mutual Water Company is the owner of 6 parcels comprising approximately 19 acres, located along Big Bear Boulevard and Alden Road, with approximately ½ mile of lake frontage; and

WHEREAS, the City seeks to acquire control of this property for the future development of a new signature lakefront park and for the future development of quality residential and commercial uses; and

WHEREAS, City and Bear Valley Mutual Water Company representatives have worked cooperatively over the past year to negotiate a mutually beneficial agreement; and

WHEREAS, the attached agreement leases the 6 parcels to the City for a 99-year term, with six 5-year extensions, at an annual cost of \$100,000 (with a 2% annual escalator); and

WHEREAS, the City will assume all rights and responsibilities associated with the property, will control all current operations and existing leases, and determine any future development and redevelopment of the property; and

WHEREAS, both the City and Bear Valley Mutual Water Company are committed to enhancing the public benefits associated with City's acquisition of the property;

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The City Manager is hereby authorized to execute a long-term ground lease agreement with Bear Valley Mutual Water Company for approximately 19 acres located on Big Bear Boulevard, Alden Road, and the lakefront, as outlined in the attached agreement.
2. The City Manager is hereby authorized to approve minor amendments to the attached agreement as necessary or expeditious, provided such amendments do not alter the term or rents.
3. The City Manager is hereby authorized to perform all relevant "due diligence" tasks associated with the long-term ground lease, and report any significant findings to the City Council prior to the commencement date of the agreement.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 3

Ground Lease
Agreement with
Bear Valley
Mutual Water
Company

GROUND LEASE

This Ground Lease (“Lease”), effective _____, 2021 (the “Effective Date”), is between Bear Valley Mutual Water Company, a California corporation (“Landlord”) and City of Big Bear Lake, a California municipal corporation and charter city (“Tenant”), who, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

Section 1. Background. Landlord is the owner of record of that certain real property consisting of approximately 19 acres located in the City of Big Bear Lake, San Bernardino County, California, commonly known as 40972, 40986, 40998, and 41044 Big Bear Blvd.; 300, 330, 350, and 370 Alden Road; and an unaddressed parcel also on Alden Road (an undedicated road) in Big Bear Lake, California, and comprised of six parcels commonly referred to by the San Bernardino County Assessor’s Office as Assessor Parcel Nos. 0309-011-18, 0309-011-19, 0309-011-20, 0309-011-21, 0309-011-26, and 0309-011-31, and more particularly described in Exhibit A attached hereto (“Property”). The Property is improved with two single-family residential properties, a mobile home park, and two restaurants under existing leases between Landlord and other third parties (“Existing Leases”). Tenant wishes to lease the Property from Landlord, together with all commercial and residential development rights, all surface rights, and all privileges and easements related thereto. Landlord is willing to lease the Property to Tenant. The Property and all commercial and residential development rights, all surface rights, and all privileges and easements related thereto during the Term (as defined below) are collectively referred to as the “Premises.” All subsurface water and mineral rights, all other subsurface rights, and other rights appurtenant to the Property, including all reasonable rights of access related to the exercise of such rights reserved herein, are not part of the Premises leased herein and are expressly retained and reserved by Landlord and excluded from this Lease.

Section 2. Physical Condition of the Premises.

(a) **No Representations or Warranties.** It is expressly understood by the parties hereto that the physical condition of the Premises as of the Effective Date is such that it is leased to Tenant as-is without any representation or warranty. Landlord makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. Tenant shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for any of its contemplated uses. Landlord shall not be held liable to Tenant for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof.

(b) **Tenant’s Investigation.** Notwithstanding the fact that the Term does not begin until the Commencement Date, Landlord hereby grants to Tenant a limited license to enter upon any portion of the Property (“License”) for the purpose of conducting, at Tenant’s sole

expense, any surveys, soil tests, environmental engineering, and like-kind investigations that Tenant deems desirable (collectively, “Work”). Tenant will furnish Landlord with a copy of the documented results of such Work. Tenant will keep the Property free from any liens arising from such Work or the exercise of said License and will indemnify and hold Landlord harmless from all damages (including, without limitation, reasonable attorneys’ fees) directly or indirectly caused by the Work and/or by exercise of said License. If the Lease terminates because of the failure of a condition stated in Section 5, Tenant will restore the Property to substantially the same condition as it was in before the Work. Tenant’s obligations under this Section 2(b) survive termination of the Lease.

Section 3. Lease of Premises; Term; Options to Extend.

(a) **Lease of Premises.** Landlord hereby leases, transfers, and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the Term and upon the agreements, covenants and conditions set forth in this Lease.

(b) **Initial Term.** The initial term (“Initial Term”) of this Lease commences at the end of the Due Diligence Period unless Tenant terminates the Lease during the Due Diligence Period in accordance with Section 5 below (“Commencement Date”) and continues for a period of 99 Lease Years. If the Initial Term commences on a date other than the first day of a calendar month, the Initial Term is extended by this fractional month. Each period of 12 consecutive calendar months during the term (following any initial fractional month as described in the preceding sentence) is referred to hereafter as a “Lease Year.”

(c) **Options to Extend.** Upon the terms and conditions described in the Addendum attached hereto, Tenant may extend the term of this Lease for up to six consecutive periods of five Lease Years each (each an “Extension Period”). Unless otherwise specifically stated herein, all provisions of this Lease apply during the Initial Term and all Extension Periods. The date upon which the Initial Term or an Extension Period expires is referred to hereafter as the “Termination Date.” The Initial Term and Extension Periods are the “Term.”

Section 4. Rent. Tenant will pay to Landlord as rental for the use and occupancy of the Premises, at the times and in the manner described herein, the following sums of money:

(a) **Base Rent.** Beginning five days after the Commencement Date, Tenant will pay to Landlord an initial annual rent payment in the amount of \$ 100,000.00 (“Base Rent”). The Base Rent will be prorated with respect to any initial fractional month preceding a full Lease Year (as defined in Section 3(b) above) at the commencement of the Initial Term. Tenant may elect to prepay Base Rent on an annual, semi-annual, quarterly, monthly or such other basis as Tenant deems appropriate. In the event of any sale or other conveyance of the Premises by Landlord consistent with this Lease, Landlord will disclose any prepaid rents to the transferee and appropriately prorate such prepaid rents.

(b) **Adjustments to Base Rent.** At each anniversary from the Commencement Date (each an “Adjustment Date”), Base Rent will be increased by two percent. The adjustments to Base Rent continue through any Extension Period exercised by Tenant.

(c) **Additional Rent.** Without having any obligation to do so, if Tenant elects to improve the Property or to cause it to be improved with revenue-generating businesses or establishments, Tenant will equally share with Landlord the net proceeds actually received by Tenant from said businesses or establishments, which net proceeds are computed after deducting all costs incurred by Tenant in relation to the improvements, including without limitation Tenant staff time, debt service, if any, and attorney fees and costs in connection with pursuing and implementing any improvements. The half of the net proceeds that must be paid to Landlord is the “Additional Rent.” Base Rent and Additional Rent are collectively referred to hereinafter as “Rent.”

(d) **Location for Payment.** All Rent and all other moneys and charges payable by Tenant to Landlord hereunder must be paid by Tenant to Landlord in lawful money of the United States of America at Landlord’s address for notices hereunder, or to such other person or at such other place as Landlord may from time to time designate by notice in writing to Tenant.

(e) **Audit.** Upon five (5) days written notice, Landlord shall have the right to inspect, review, and/or audit Tenant’s records and accounting documents to verify net proceeds. If Landlord’s review and/or audit reveals overpayment of Additional rent by Tenant, Landlord shall offset the amount of such overpayment, without interest, against Tenant’s future Rent payments. If Landlord’s review/and/or audit reveals underpayment of Additional Rent by Tenant, Tenant shall pay to Landlord the amount of such underpayment, plus interest at the legal rate, within thirty (30) days of the date of written notice thereof from Landlord. If Landlord’s review and/or audit reveals that Tenant has underpaid Additional rent by more than five percent (5%), Tenant shall also pay to Landlord a ten percent (10%) penalty calculated on the amount of the underpayment, as well as reimburse Landlord for all costs incurred by Landlord in connection with its audit inspection. If any successive review and/or audit by Landlord reveals that Tenant has again understated the amount of Additional rent by more than five percent (5%), Landlord shall be entitled to increase the amount of Base Rent owed by Tenant to Landlord by the same percentage as the percentage of Tenant’s understatement of Additional Rent, or immediately exercise any of its right under Section 20 of this Lease, all in addition to the other remedies afforded Landlord herein.

Section 5. Conditions to Commencement; Due Diligence. The Term does not commence if Tenant gives a termination notice to Landlord under this Section. Tenant has six months from the Effective Date (“Due Diligence Period”) to conduct due diligence activities to examine the physical condition of the Premises and perform other due diligence investigations, including but not limited to review of title and Existing Leases. Within ten days after the start of Due Diligence

Period, Landlord will provide Tenant with copies of all Existing Leases, as well as any surveys, environmental studies, and notifications relating to environmental conditions, and other documents requested by Tenant that are in Landlord's possession and that relate to the Premises, in their full, unedited form. Tenant may terminate this Lease for any reason at any time during the Due Diligence Period, at which point Landlord's obligations under this Lease shall terminate with no liability to Tenant whatsoever. Tenant will give notice to Landlord of its approval of the physical condition of the Premises by 5pm PST on the expiration of Due Diligence Period. If the Work under Section 2(b) above reveals the presence of a substantial amount Hazardous Materials, as defined by Section 11 below, the parties will meet and confer in good faith to discuss the economic feasibility of proceeding. If, after meeting and conferring with Tenant, Landlord determines that it is not economically feasible to remediate the Hazardous Material contamination, then Landlord may terminate the Lease without penalty upon written notice to Tenant before the expiration of the Due Diligence Period.

Section 6. Utilities/Expenses. Landlord represents and warrants to Tenant that water, sewage, gas, electricity, and telephone service are either on the Premises or that they are located within reasonable proximity of the boundary of the Premises. Tenant will determine the availability of and will cause to be installed in, on, and about the Premises all additional facilities necessary to supply thereto all water, sewage, gas, electricity, telephone and other services required in connection with Tenant's use of the Premises, and, during the Term hereof, Tenant will pay all charges and expenses associated with the use of said facilities and will hold Landlord harmless therefrom. In connection with Tenant's use of the Premises, Tenant will pay all connection, service and other charges pertaining to the Premises levied by public utilities or municipalities with respect to utilities during the Term. Tenant will pay all expenses associated with operating and maintaining the Premises and will pay all property taxes levied on the Premises during the Term.

Section 7. Quiet Enjoyment. Landlord covenants that upon payment by Tenant of the Rent and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, and subject to all covenants, conditions, restrictions and encumbrances of record, Tenant has a right to peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord, Existing Leases and conditions of title that are accepted by Tenant excepted.

Section 8. Existing Leases; Assignment Thereof. A list and brief description of the Existing Leases is attached to this Lease as Exhibit C. Landlord represents and warrants that there are no other leases affecting the Premises as of the date of the Effective Date. On or after the Effective Date, Landlord may not take any action under any of the Existing Leases, including without limitation Landlord's initiation or agreement to modify, amend, terminate, renew or extend the term thereof without first obtaining Tenant's written consent, which consent may be withheld by Tenant at its sole and absolute discretion. Within 30 days of the execution of this Lease

Landlord will, by written instrument attached as Exhibit D, assign to Tenant all Landlord's right, title, and interest in and to each of the Existing Leases, together with such consents to and notices of such assignment as may be required thereunder. Tenant will assume all liabilities and obligations of Landlord relating to each of the Existing Leases upon the Commencement Date.

Section 9. Title to Buildings and Improvements.

(a) During the Term, title to all buildings, structures, and other improvements that now, or may from time to time constitute a part of the Premises are in Tenant until the termination of this Lease.

(1) Upon termination of this Lease, Tenant may remove from the Premises all machinery, equipment and fixtures, if any, that have been installed on the Property by Tenant or at Tenant's direction during the Lease Term.

(2) Upon termination of this Lease, title to all buildings, structures, and other improvements passes to Landlord, and Tenant has no obligation to remove any improvement.

(b) Tenant, on termination of this Lease, will execute and deliver any and all deeds, bills of sale, assignments, and other documents that are necessary to implement the transfers of title under the Section 9(a) above.

Section 10. Permits, Licenses, Etc. Landlord, at Tenant's request, will from time to time during the Term execute, acknowledge and deliver any and all instruments that are reasonably required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Premises. At its sole discretion, Tenant may grant rights of way, easements, licenses, subleasehold, and other interests derivative of its rights under this Lease for a period not exceeding the Term. Tenant will meet and confer with Landlord in good faith before conveying any interest under this paragraph.

Section 11. Maintenance, Repair, and Condition of Premises.

(a) Tenant will, during the Term, at its own cost and expense and without any cost or expense to Landlord, keep and maintain all buildings and improvements (including, but not limited to, utilities and all landscaping located on the Property and all appurtenances thereto) in at least as good and neat order and repair as existed at the Commencement Date. Landlord has no obligation to make any repair, replacement, or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof.

(b) Tenant will not commit or permit waste upon the Premises.

(c) Tenant will not cause or permit any Hazardous Materials to be released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) during the Term and will promptly, at Tenant's expense, comply with all statutory requirements with respect to any contamination of the Premises that was caused or materially contributed to by Tenant during the Term.

(d) Tenant will hold Landlord and its officials, managers, officers, directors, agents, employees, successors, assigns, affiliates, subsidiaries and parent companies harmless from and against any and all liability, including without limitation the cost of any investigation, remediation, clean-up, monitoring remediation of Hazardous Materials, fines or penalties arising from any and all claims, demands, litigation, or governmental action (but not including consequential damages) involving any Hazardous Materials that are introduced to and located on the Premises after the Commencement Date and before the Termination Date or such earlier or later date on which Tenant actually surrenders possession of the Premises to Landlord. Tenant will immediately notify Landlord if Tenant becomes aware that any release of Hazardous Materials has come to be located in, on, under or about the Premises at any time during the Term. Tenant's obligations under this paragraph survive termination of this Lease.

(e) Tenant and Landlord will share equally the costs, responsibility, and liability for obligations of any nature arising from the presence of Hazardous Materials on or under the Premises that are introduced to the Premises before the Commencement Date, unless the presence of such Hazardous Materials was revealed in the results of the Work and such results were not furnished to Landlord by Tenant during the Due Diligence Period as required by Section 2(b) above, in which case Tenant shall bear the entire costs, responsibility, and liability for such obligations. The parties' obligations under this paragraph do not survive termination of this Lease.

(f) As used in this Lease, the term "Hazardous Materials" means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (2) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

Section 12. Improvements, Changes, Alterations, Demolition and Replacement.

(a) Tenant has the right, but not the obligation, at any time and from time to time during the Term to: (i) subject to existing tenants' rights, make such improvements to the Premises and such changes and alterations, structural or otherwise, to any existing buildings, improvements, fixtures and equipment located on the Property as Tenant, in its sole discretion, deems necessary or desirable; and (ii) to enter into leases, including, without limitation, ground leases, with subtenants for any portion of the Property (as long as 50 percent of the total gross acreage of the Property is used for public-park purposes, with opportunities for both active and passive recreational use), which subtenants may at each subtenants' complete or partial cost construct improvements with respect to the ground-leased portion of the Property, and subtenants will operate the subleased portion of the Property (and any improvements constructed thereon). Tenant will make a good faith effort to meet and confer with Landlord before making any significant change under (i) or before entering into any significant lease under (ii).

(b) Following the Commencement Date, Tenant may invite developers or investors to submit proposals or bids to develop the Property, consistent with the terms of this Lease and with other lawful restrictions.

(c) All improvements, changes and alterations must be undertaken subject to the following conditions:

(1) No improvement, change or alteration ("Improvements"), may be undertaken until:

(i) Landlord has received a copy of the proposed site plan and plans and specifications for the proposed Improvements and Tenant has met and conferred with Landlord in good faith regarding the proposed Improvements.

(ii) Tenant or subtenant, whichever the case may be, has procured and paid for, or committed in writing to procure and pay for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction. Landlord hereby agrees to join in the application for such permits or authorizations whenever such action is reasonably necessary.

(2) All work done in connection with any Improvement, change or alteration must be diligently pursued to completion and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work must be done at no cost to Landlord.

(d) If Tenant enters into a sublease in accordance with Section 14 below, and the sublease is for a portion of the Property encumbered with one or more Existing Leases then in effect, Tenant has the right to terminate or to cause Landlord to terminate the applicable Existing Lease and relocate the occupants under the Existing Lease or enter into such alternative arrangement as are acceptable to both Tenant and existing occupants, all at no cost to Landlord. Tenant will make a good-faith effort to meet and confer with Landlord before making any significant change to an Existing Lease, including any extension of an Existing Lease that might be requested by a lessee under an Existing Lease. Landlord will execute any document that is reasonably necessary to consummate such termination and relocation within five business days of request.

Section 13. Damage or Destruction. No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Property, operates to terminate this Lease.

Section 14. Assignment and Subletting.

(a) Tenant may assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein (a "Transfer") without Landlord's consent after making a good-faith effort to meet and confer with Landlord.

(b) Tenant may not effect a Transfer if Tenant is in default, nor may Tenant effect any Transfer, except to an entity controlled by Tenant, prior to the Commencement Date or within the first 24 months after the Commencement Date without Landlord's prior written consent, which consent may be not be unreasonably withheld, conditioned, or delayed.

(c) Tenant may enter into subleases with any Person or entity for the leasing or ground leasing of any portion of the Property or any portion of the Improvements without Landlord's consent after making a good-faith effort to meet and confer with Landlord.

(d) Subleasing. Each sublease must provide that:

(1) it is subordinate and subject to this Lease;

(2) the fixed expiration date of the sublease does not extend beyond the Term of this Lease; and

(3) at Landlord's option, if this Lease is terminated early, the Subtenant will attorn to, or will enter into a direct lease on the terms of its sublease with, Landlord for the balance of the unexpired term of the sublease, provided that, notwithstanding anything to the contrary contained in the sublease, Landlord is not:

A. liable for any previous act or omission of Tenant, as sublandlord under the sublease unless such act continues as a default under the sublease after the subtenant's attornment to Landlord, and is the obligation of the sublandlord under the sublease;

B. responsible for any monies owing by Tenant to the credit of subtenant, except to the extent that Landlord is in possession of, or has control over, such monies;

C. subject to any offsets, claims, counterclaims, demands or defenses that subtenant may have against Tenant;

D. bound by any payments of rent that subtenant might have made for more than one month in advance to Tenant.

(4) Unless prohibited under paragraph (5) below, the allowed use under the sublease must be retail, residential, public institutional, or public open-space or recreational. No other use (e.g., manufacturing, industrial) is allowed under the sublease.

(5) None of the following uses is permitted under the sublease:

A. Massage parlor,

B. Vape or smoke shop,

C. Cannabis-related business (not including industrial hemp or CBD products), and

D. Adult-entertainment or other sex-related business or use.

(e) No sublease or Transfer releases Tenant from its obligation to pay Rent under this Lease.

Section 15. Mortgage of Leasehold. Tenant may, after making a good-faith effort to meet and confer with Landlord, encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, including, without limitation any publicly issued bonds or other public financings, an assignment of the rents, issues and profits from the Premises (the "Leasehold Mortgage") to secure repayment of any loan to Tenant, and associated obligations, from any lender (a "Lender"). Tenant may, after making a good-faith effort to meet and confer with Landlord, allow subtenants to do the same with respect to their subleasehold interests. Landlord's consent is not required for any Leasehold Mortgage under this paragraph, whether given by Tenant or a subtenant.

Section 16. Protection of Lender. During the continuance of any Leasehold Mortgage and until such time as the lien of any Leasehold Mortgage has been extinguished:

(a) Landlord may not accept any surrender of this Lease, nor may Landlord consent to any amendment or modification of this Lease, without the prior written consent of Lenders who have asked for prior written notice of any change to the Lease.

(b) Notwithstanding any default by Tenant in the performance or observance of any agreement, covenant or condition of this Lease on the part of Tenant to be performed or observed, Landlord has no right to terminate this Lease or interfere with the occupancy, use, and enjoyment of the Premises unless: (i) an event of default has occurred and is continuing beyond any cure period, (ii) Landlord has given the Lender written notice of such event of default, and (iii) the Lender has failed to remedy such default, acquire Tenant's leasehold estate created hereby, or commence foreclosure or other appropriate proceedings, all as set forth in, and within the time specified by, this Section 16.

(c) Any Lender has the right, but not the obligation, at any time prior to termination of this Lease and without payment of any penalty, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of Tenant hereunder, and to do any act or thing that may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. All payments so made and all things so done and performed by a Lender are as effective to prevent a termination of this Lease as the same would have been if made, done and performed by Tenant instead of by a Lender.

(d) Should any event of default under this Lease occur, any Lender has 30 days after receipt of written notice from Landlord setting forth the nature of such event of default, or ten days in the event of non-payment of rent, within which to remedy the default; provided that in the case of a default that cannot with due diligence be cured within such 30- or ten-day period, the Lender have the additional time reasonably necessary to accomplish the cure, provided that (i) the Lender has commenced the curing within such 30 days and (ii) thereafter diligently prosecutes the cure to completion. If the default is such that possession of the Premises may be reasonably necessary to remedy the default, the Lender has a reasonable additional time after the expiration of such 30-day period, within which to remedy such default, provided that (i) the Lender fully cures any default in the payment of any monetary obligations of Tenant under this Lease within such 30-day period and continues to pay currently such monetary obligations as and when the same are due and (ii) the Lender acquires Tenant's leasehold estate or commenced foreclosure or other appropriate proceedings seeking such acquisition within such period, or prior thereto, and is diligently prosecuting any such proceedings.

(e) Any event of default under this Lease that is not susceptible to remedy by a Lender is deemed to be remedied if (i) within 30 days after receiving written notice from Landlord

setting forth the nature of such event of default, or prior thereto, a Lender acquires Tenant's leasehold estate created hereby or commences foreclosure or other appropriate proceedings seeking such acquisition, (ii) the Lender diligently prosecutes any such proceedings to completion, and (iii) the Lender fully cures any default in the payment and performance of any monetary or other obligations of Tenant hereunder that do not require possession of the Premises within such 30-day period and thereafter continues faithfully to perform all such monetary obligations that do not require possession of the Premises, and (iv) after gaining possession of the Premises, the Lender performs all other obligations of Tenant hereunder as and when the same are due.

(f) If a Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting foreclosure or other appropriate proceedings, the times specified in subsections (d) and (e) above for commencing or prosecuting such foreclosure or other proceedings are extended for the period of such prohibition; provided that Lender fully cures any default in the payment of any monetary obligations of Tenant under this Lease and continues to pay currently such monetary obligations as and when the same fall due.

(g) Landlord will mail by certified or registered post, return receipt requested, or personally deliver to all Lenders a duplicate copy of any and all notices in writing that Landlord may from time to time give to or serve upon Tenant in accordance with the provisions of this Lease, and such copy must be mailed or delivered to any Lender at, or as near as possible to, the same time such notices are given or served by Landlord. No notice by Landlord to Tenant hereunder is deemed to have been given unless and until a copy thereof is so mailed or delivered to any Lender. Within a reasonable time following execution of any Leasehold Mortgage, Landlord must be informed in writing of the vesting of the security interest evidenced by the Leasehold Mortgage and of the address to which all notices to the Lender are to be sent. Notwithstanding any other provision of this Section, a Lender is be deemed to have waived its right to receive notice under this Section unless and until Landlord has received such information.

(h) Foreclosure of the Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Lease from Tenant to a Lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature does not constitute a breach of any provision of or a default under this Lease. Upon such foreclosure, sale or conveyance Landlord will recognize the Lender, or any other foreclosure sale purchaser, as Tenant hereunder. If a Lender becomes Tenant under this Lease, such Lender is be liable for the obligations of Tenant under this Lease only for the period of time that such Lender remains Tenant. Such Lender may assign this Lease at any time after becoming Tenant without any restriction otherwise imposed on Tenant hereunder and will be fully released from liability under the Lease from and after the date of such assignment.

(i) Should Landlord terminate this Lease by reason of any default by Tenant hereunder, Landlord will, upon written request by a Lender given within 30 days after such termination, immediately execute and deliver a new lease of the Premises to such Lender, or its nominee, purchaser, assignee or transferee, for the remainder of the Term with the same agreements, covenants and conditions (except for any requirements that have been fulfilled by Tenant prior to termination) as are contained herein and with priority equal to that hereof; provided, however, that such Lender promptly cures any defaults of Tenant susceptible to cure by such Lender and that such Lender's right to possession of the Premises under the new lease commences only upon Tenant's vacating of the Premises. Upon execution and delivery of such new lease Landlord, at the expense of the new lessee, which expenses must be paid by the new Tenant as they are incurred, will take such action as is necessary to cancel and discharge this Lease and to remove Tenant named herein from the Premises.

(j) This Section applies to Leasehold Mortgages given by subtenants as well as those given by Tenant.

Section 17. Fire and Extended Coverage and Liability Insurance.

(a) During the period of the construction of any improvements upon the Property, Tenant or subtenant will at its sole expense obtain and keep in force builder's risk insurance, insuring Tenant, subtenant, Landlord, Lender, and such other parties as Tenant or subtenant may designate as an additional insured hereunder, against all risks of physical loss and damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials, and real property to be improved, that are located on or form a part of the Premises.

(b) Tenant will, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than \$2,000,000 for injury to or death of any number of persons in one occurrence, and not less than \$1,000,000 for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, in an amount not less than \$1,000,000. Tenant may provide coverage for general liability insurance under a blanket policy, provided that such blanket policy provides aggregate coverage of not less than \$10,000,000.

(c) All insurance policies that are required under Section 17 shall name Landlord an additional insured, and all such policies must be primary and non-contributory to Landlord's policies.

(d) Tenant provision to Landlord of reasonable documentation as to its self-insured status satisfies the requirements of this Section 17.

Section 18. Indemnity.

(a) To the fullest extent allowed by law, Tenant covenants and agrees that, during the Lease Term, Landlord will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death, or damage to persons or property (“Claims and Liabilities”) that may be suffered or sustained by Tenant (except for contract claims brought by Tenant under this Lease) or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever to the extent that such loss, injury, death, or damage is not caused by the gross negligence or intentional acts or omissions of Landlord, and that Tenant will indemnify and hold Landlord harmless from and against any and all such Claims and Liabilities to the extent that Claims and Liabilities are not caused by the gross negligence or intentional acts or omissions of Landlord. Tenant’s indemnity obligation as set forth in this Section survive the expiration or earlier termination of this Lease.

(b) Landlord covenants and agrees that, during the Lease Term, Tenant will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by Landlord, Tenant, or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, to the extent that such loss, injury, death, or damage is caused by the gross negligence or willful misconduct of Landlord. Landlord’s indemnity obligation set forth in this Section survive the expiration or earlier termination of this Lease.

Section 19. Eminent Domain.

(a) Precondemnation Conveyance.

(1) For purposes of the condemnation provisions in this Lease, Landlord's voluntary conveyance of all or a portion of the Premises to the condemnor in lieu of and under the threat of eminent domain qualifies as a taking of the Premises and the condemnation provisions apply to the sale. For purposes of this provision, a sale "in lieu of and under the threat of eminent domain" means a sale occurring after Landlord is served by the condemning agency with notice of intent to appraise but before the eminent domain action is filed.

(2) An agency's inverse condemnation of all or part of the Premises, as determined by a court of law or through binding arbitration, must be treated as if, and the corresponding terms of the condemnation provisions apply as if, the property were taken through eminent domain.

(b) Termination.

(1) A total taking of all of the Premises or of Tenant's entire leasehold estate terminates this Lease upon the transfer of possession or title, whichever occurs first.

(2) A partial taking of the Premises terminates this Lease upon the transfer of possession or title, whichever occurs first, as to the part taken and remains in force as to the remainder, unless Tenant reasonably determines that an essential part of the Premises is taken or that the remainder of the Premises subject to the Lease is no longer suitable for the purposes of the Lease.

(c) Rent Obligation. At any time during the Term of this Lease, if less than all or substantially all of the Premises is taken, the Rent to be paid by Tenant shall be proportionately reduced in the same proportion that the value of the part of the Premises taken by eminent domain bears to the full value of the Premises at the time of the partial condemnation. If the parties are unable to agree on the new Rent, the Rent shall be determined by an arbitrator mutually acceptable to the parties, or, if the parties do not agree on an arbitrator, by an arbitrator selected by JAMS. This reduction in Rent is effective on the date of agency's possession or on the date that the agency acquires title to the property taken, whichever occurs first.

(d) Compensation. The compensation award will be allocated among Landlord, Tenant, and any other holder of a lawful interest in the Premises (e.g., a Lender or subtenant) according to California law.

(e) Relocation. The foregoing provisions apply to the Premises and the improvements located thereon; notwithstanding the foregoing, as between Landlord and Tenant, Tenant is solely entitled to all compensation for the relocation of businesses conducted from the Premises.

Section 20. Tenant's Defaults and Landlord's Remedies. It is an event of default hereunder (each an "Event of Default") if (i) default is made by Tenant in the payment of any rent or other moneys due hereunder and continues for a period of 10 days after written notice thereof to Tenant; (ii) default is made by Tenant in the performance or observance of any of the other agreements, covenants, or conditions of this Lease on the part of Tenant to be performed and observed and such default continues for a period of 30 days after written notice thereof to Tenant, or, in the case of a default that cannot be cured by the payment of money and cannot be cured within 30 days, continues for an unreasonable period after such written notice; (iii) Tenant abandons the Premises; (iv) Tenant admits in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the

whole or any substantial part of the Premises; (v) a court of competent jurisdiction enters an order, judgment or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment or decree is not be vacated, set aside or stayed within 30 days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (vi) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree is not vacated, set aside or stayed within 30 days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (vii) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control is not terminated within 30 days from the date of assumption of such custody or control. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord has the following rights and remedies, in addition to all other rights and remedies of Landlord provided hereunder or by law:

(a) The remedies described in California Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, as computed in accordance with subdivision (b) of section 1951.2 of the California Civil Code;

(b) The remedies described in California Civil Code section 1951.4, including, without limitation, the right to collect, by suit or otherwise, each installment of rent or other sums that become due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed; or

(c) The right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by Landlord constitutes an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant.

(d) The right to recover possession of the Premises subject to encumbrances lawfully created during the Term of the Lease.

Section 21. Nonwaiver. If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof is made, either before or after judgment, the same does not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease constitutes or operates as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease constitutes a waiver, abandonment or relinquishment thereof or prohibit

or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant may be deemed to have been made unless and until such waiver is reduced to writing and signed by the waiving party. The receipt by Landlord of rent with knowledge of any default under this Lease does not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord operates only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment operates as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

Section 22. No Merger.

(a) There can be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger may occur unless and until Landlord, Tenant and any Lender join in a written instrument effecting such merger and duly record the same.

(b) Termination of this Lease does not cause a merger of the estates of Landlord and Tenant, unless Landlord so elects and any such termination, at the option of Landlord, either works a termination of any sublease in effect or act as an assignment to Landlord of Tenant's interest in any such sublease. Notwithstanding the foregoing, in the event of the termination of this Lease and the execution of a new lease with Lender or its nominee in accordance with this Lease, the termination of this Lease neither works a merger of estates nor a termination of any subleases in effect unless Lender so elects.

Section 23. No Partnership. It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

Section 24. Covenants Run With Land.

(a) The agreements, covenants and conditions in this Lease contained are and must be deemed to be covenants running with the land that bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

(b) All references in this Lease to “**Tenant**” or “**Landlord**” are deemed to refer to and include successors and assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

Section 25. Notices. Except as otherwise provided hereunder; any notice or communication to Landlord, Tenant or Lender must be in writing and be mailed by certified mail, postage prepaid. Landlord agrees to provide notices to subtenants upon written request by Tenant that such notice is required by a sublease and a notice address is provided. Notices or communications must be addressed to Landlord at:

Bear Valley Mutual Water Company
Attn: General Manager
101 E Olive Ave.
Redlands, California 92373
Phone: (909) 793-4901
Email: _____

or such other address or addresses as Landlord designates, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications must be addressed to Tenant at:

City of Big Bear Lake
39707 Big Bear Blvd.
Big Bear Lake, California 92315
Attn: Frank Rush, City Manager
Phone: (909) 866-5831
Email: frush@citybigbearlake.com

With a copy to:

Best Best & Krieger LLP
Att: Steve Deitsch, City Attorney Big Bear Lake
Phone: (909) 483-6642
Email: Stephen.Deitsch@bbklaw.com

or such other address or addresses as Tenant designates, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Notices or communications to Lender must be addressed to Lender at such address as Lender designates by notice in writing to Landlord. Any notice mailed in the manner above set forth is deemed to have been received unless returned to the sender by the post office.

Section 26. Estoppel Certificates. Tenant or Landlord, as the case may be, will execute, acknowledge and deliver to the other and to Lender, if applicable, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the Rent, and other monetary obligations have been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by Landlord of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed (and, if so, specifying the same), and (d) whether there are then existing any defaults by Tenant in the performance or observance by Tenant of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed and whether any notice has been given to Tenant of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Premises or any part thereof.

Section 27. Default Interest. If Tenant fails to pay any amount of Rent, or any other monetary obligations owed to Landlord hereunder within 30 days of the date that such amounts are due and payable, Tenant will pay to Landlord, in addition to such amounts, interest thereon at the maximum interest rate permitted by law from the first day of the month in which such monetary obligation was payable to the date of actual payment thereof by Tenant to Landlord.

Section 28. Severability. In case any one or more of the provisions contained in this Lease is for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability does not affect any other provisions of this Lease, but this Lease must be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 29. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 30. Consents. Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

Section 31. Memorandum of Lease. Contemporaneously with the execution of this Lease, Landlord and Tenant will execute and acknowledge for recordation in the Official Records of the County of San Bernardino a Memorandum of Lease in the form of Exhibit B hereto (“Memorandum”). Tenant will record the executed Memorandum.

Section 32. Attorney Fees. In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation will pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred therein by such prevailing party, and if such prevailing party recovers judgment in any such action or

proceeding, such costs, expenses and attorney fees will be included in and as a part of such judgment.

Section 33. Integration. This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord, Tenant and, if required by any Lender, by Lender.

Section 34. Amendments. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 35. Governing Law. This Lease is governed by and construed in accordance with the laws of the State of California.

Section 36. Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Lease. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 36 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Lease.

Section 37. General Provisions Regarding Option to Extend and Right of First Refusal. The following provisions will apply to the option to extend the Term (described in Section 38 below) and the right of first refusal (described in Section 39 below). (The option to extend and right of first refusal are hereafter collectively referred to as the "Option").

Section 38. Option to Extend Termination Date. Tenant will have the option to extend the Termination Date for up to six periods of five years each (each an "Extension Period"), upon the following terms and conditions:

- (a) There must be no Event of Default at the time of exercising any option.
- (b) The Termination Date may not be extended for a later period unless the prior extension option has been validly exercised.
- (c) Tenant will give written notice to Landlord of its election to extend the Termination Date of this Lease not later than 180 days prior to the Termination Date or the most recent Extension Period.

(d) Rent during any Extension Period will be established and adjusted in accordance with the provisions of Section 4 of the Lease.

Section 39. Right of First Refusal. If at any time during the Term of this Lease, Landlord receives a bonafide, arms-length offer to purchase the Property which Landlord desires to accept, Tenant will have a right of first refusal to purchase the Property on the same terms and conditions. Landlord will provide to Tenant a copy of such offer, certifying Landlord's desire to accept such offer. Tenant has a period of 90 days following receipt of such offer within which to agree to purchase the Property upon the same terms and conditions. If Tenant exercises its right of first refusal, Landlord and Tenant will immediately open Escrow and proceed with a purchase and sale of the Property under such terms and conditions. If Tenant does not exercise the right of first refusal, such right will expire at the end of the 90 day period; provided, however, that if Landlord does not sell and convey the Property (i) upon such terms and conditions within 180 days thereafter, then this right of first refusal will be reinstated or (ii) if such sale terms change to be more than 10 percent lower of the original offer, then this right of first refusal will be reinstated and Tenant has the right of first refusal again with a new 45-day period of review from the time of the new sale terms. If Tenant elects not to acquire the Property under this right of first refusal, including the re-offer in (ii) above, if any, the third party purchaser of the Property from Landlord will acquire title to the Property free and clear of the right of first refusal, but subject to all other provisions of this Lease.

Section 40. Leasehold Policy of Title Insurance. Upon the recording of the Memorandum of Lease, Tenant may elect to obtain a leasehold policy of title insurance, insuring Tenant's leasehold interest in the Property at no cost to Landlord.

Section 41. Force Majeure. If either party hereto is delayed or prevented from the performance of any of its obligations required hereunder due to circumstances beyond the reasonable control of the non-performing party, including but not limited to, strikes, lockouts or other differences with workers or unions, pandemic or epidemic, fire, flood, acts of God, hostilities, civil commotion, governmental acts, orders or regulations, failure of power, or other reason of a like or similar nature, not the fault of the party delayed in performing its services or doing acts required under the terms of this Lease, then performance of such acts is excused for the period of the delay, excluding the payment of Rent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TENANT:

LANDLORD:

CITY OF BIG BEAR LAKE, a California municipal corporation and charter city

BEAR VALLEY MUTUAL WATER COMPANY, a California corporation

Name: _____
Its: _____

By: _____
Its: _____

ATTEST:

Name: _____
Its: City Clerk

APPROVE AS TO FORM:

Name: _____
Its: City Attorney

EXHIBIT A

DESCRIPTION OF PROPERTY

That certain real property located in the City of Big Bear Lake, San Bernardino County, California, described as follows:

Parcel 1 (40986 Big Bear Blvd., APN 0309-011-18):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

Parcel 2 (40998 Big Bear Blvd., APN 0309-011-19):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

Parcel 3 (41044 Big Bear Blvd., APN 0309-011-20):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

Parcel 4 (Alden Rd, no addresses, undedicated road, APN 0309-011-21):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

Parcel 5 (300, 330, 350, 370 Alden Rd., APN 0309-011-26):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

Parcel 6 (40972 Big Bear Blvd., APN 0309-011-31):

{Legal description to be provided by BVM and verified by City's engineer or surveyor before execution}

EXHIBIT B

MEMORANDUM OF LEASE

(Follows this page)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO

MEMORANDUM OF LEASE

This memorandum of lease (“Memorandum of Lease”) is made as of _____, 2021 by and between BEAR VALLEY MUTUAL WATER COMPANY, a California corporation (“Landlord”) and CITY OF BIG BEAR LAKE, a California municipal corporation and charter city (“Tenant”), who agree as follows:

1. The Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (described below) on the terms and conditions of that certain unrecorded Ground Lease (“Lease”) dated as of _____, 2021, between the parties. (Unless expressly provided otherwise, all capitalized terms and phrases used in this Memorandum have the same meanings as set forth in the Lease.)

2. The Premises. The Premises which are the subject of the Lease are that certain real property situated in the City of Big Bear Lake, San Bernardino County, California, commonly known as Assessor Parcel Nos. 0309-011-18, 0309-011-19, 0309-011-20, 0309-011-21, 0309-011-26, and 0309-011-31 and more particularly described in Exhibit “1” attached hereto and made a part hereof by this reference.

3. Term. The initial term (“Initial Term”) of the Lease commences on _____, and expire 99 years thereafter; provided, however, if the Term commences on a date other than the first day of a calendar month, the Term is extended by this fractional month.

4. Option to Extend Termination Date. Tenant has six consecutive options to extend the Termination Date of the Lease of five years each on all the terms and conditions of the Lease.

5. Right of First Refusal. Throughout the term of this Lease, Tenant will have a right of first refusal to purchase the Property, upon the terms and provisions as described in the Lease.

6. Purpose of Memorandum. This Memorandum of Lease is prepared for the purpose of notice and recordation. This Memorandum of Lease does not and is not intended to modify the provisions of the Lease.

LANDLORD:

BEAR VALLEY MUTUAL WATER
COMPANY,
a California corporation

By: _____

Its: _____

TENANT:

CITY OF BIG BEAR LAKE, a California
municipal corporation and charter city

By: _____

Its: _____

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)
)
COUNTY OF SAN BERNARDINO)

On _____ before me, (here insert name and title of the officer), 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 _____

(Seal)

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
COUNTY OF SAN BERNARDINO

On _____ before me, (here insert name and title of the officer), 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 _____

(Seal)

EXHIBIT “1” TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

That certain real property located in the City of Big Bear Lake, San Bernardino County, California, described as follows:

Parcel 1 (40986 Big Bear Blvd., APN 0309-011-18):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

Parcel 2 (40998 Big Bear Blvd., APN 0309-011-19):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

Parcel 3 (41044 Big Bear Blvd., APN 0309-011-20):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

Parcel 4 (Alden Rd, no addresses, undedicated road, APN 0309-011-21):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

Parcel 5 (300, 330, 350, 370 Alden Rd., APN 0309-011-26):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

Parcel 6 (40972 Big Bear Blvd., APN 0309-011-31):

{Legal description to be provided by BVM and verified by City’s engineer or surveyor before execution}

EXHIBIT C

EXISTING LEASES

DRAFT

EXHIBIT D

FORM OF
ASSIGNMENT AND ASSUMPTION
OF LEASE

(Follows this page)

**ASSIGNMENT AND ASSUMPTION
OF LEASE**

This ASSIGNMENT AND ASSUMPTION OF LEASE (“Assignment”) is between the BEAR VALLEY MUTUAL WATER COMPANY, a California corporation (“Assignor”), and the CITY OF BIG BEAR LAKE, a California municipal corporation and charter city (“Assignee”). This Assignment takes effect (“Assignment Effective Date”) on the Commencement Date of that certain Ground Lease between the parties that is dated _____ and further described below (“Ground Lease”).

W I T N E S E T H:

WHEREAS, Assignor and Assignee entered into that certain Ground Lease covering certain real property consisting of approximately 19 acres located in the City of Big Bear Lake, San Bernardino County, California, commonly known as _____, Big Bear Lake, California, and comprised of six parcels commonly referred to by the San Bernardino County Assessor’s Office as Assessor Parcel Nos. 0309-011-18, 0309-011-19, 0309-011-20, 0309-011-21, 0309-011-26, and 0309-011-31 (the “Premises”); and

WHEREAS, in connection with the Ground Lease, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to that certain lease described on the schedule attached as Exhibit “A” hereto and the guaranties and other documents related thereto, if any (the “Lease”).

NOW, THEREFORE, in consideration of the Rent (as defined in the Ground Lease) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns unto Assignee, all of the right, title and interest of Assignor in and to the Lease, including (but not limited to) all guaranties and other documents related

thereto; to have and to hold the same unto Assignee, its successors and assigns from and after the date hereof, subject to the terms, covenants and conditions of the Lease.

2. Assignee hereby accepts the assignment set forth in Section 1 above, and hereby assumes all of Assignor's obligations under the Lease arising or accruing on and after the Assignment Effective Date. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all claims, demands, liabilities, losses, costs, damages or expenses including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims"), arising under the Lease and/or out of facts or circumstances occurring at the Premises on and after the Assignment Effective Date and/or relating to claims of personal injury or property damage occurring during Assignee's lease of the Premises.

3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all Claims under the Lease that arise out of facts or circumstances occurring prior to the Assignment Effective Date.

4. This Assignment binds and inures to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

5. This Assignment may be executed in separate counterparts (including copies sent to a party by electronic transmission as against the party signing such counterpart), which, together, constitute one and the same fully executed Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

ASSIGNEE:

CITY OF BIG BEAR LAKE, a California
municipal corporation and charter city

Name: _____
Its: _____

ATTEST:

Name: _____
Its: City Clerk

ASSIGNOR:

BEAR VALLEY MUTUAL WATER
COMPANY, a California corporation

By: _____
Its: _____

APPROVE AS TO FORM:

Name: _____
Its: City Attorney

Exhibit "A" to Assignment and Assumption of Lease

That certain Lease by and between _____, and _____, dated _____, as modified by that certain _____, a copy of which is attached hereto as Attachment 1.

Attachment 1 to Exhibit “A” to Assignment and Assumption of Lease

Copy of Lease and Any Amendments Thereto

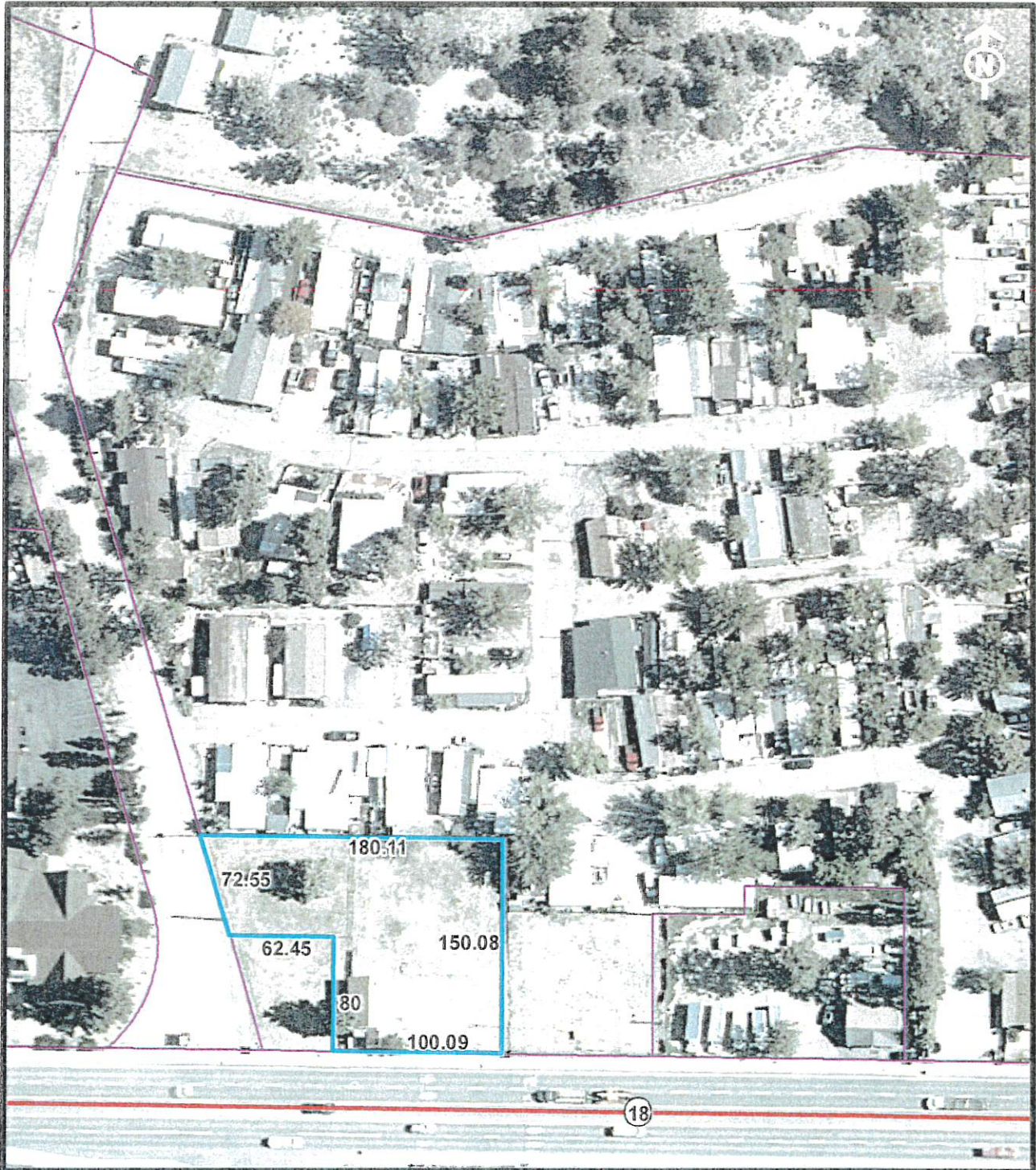
ATTACHMENT 4

Aerial Photo Maps of Parcels



APN: 0309-011-18

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 62,415
Improvement Value: 7,734
Acreage: 0.46

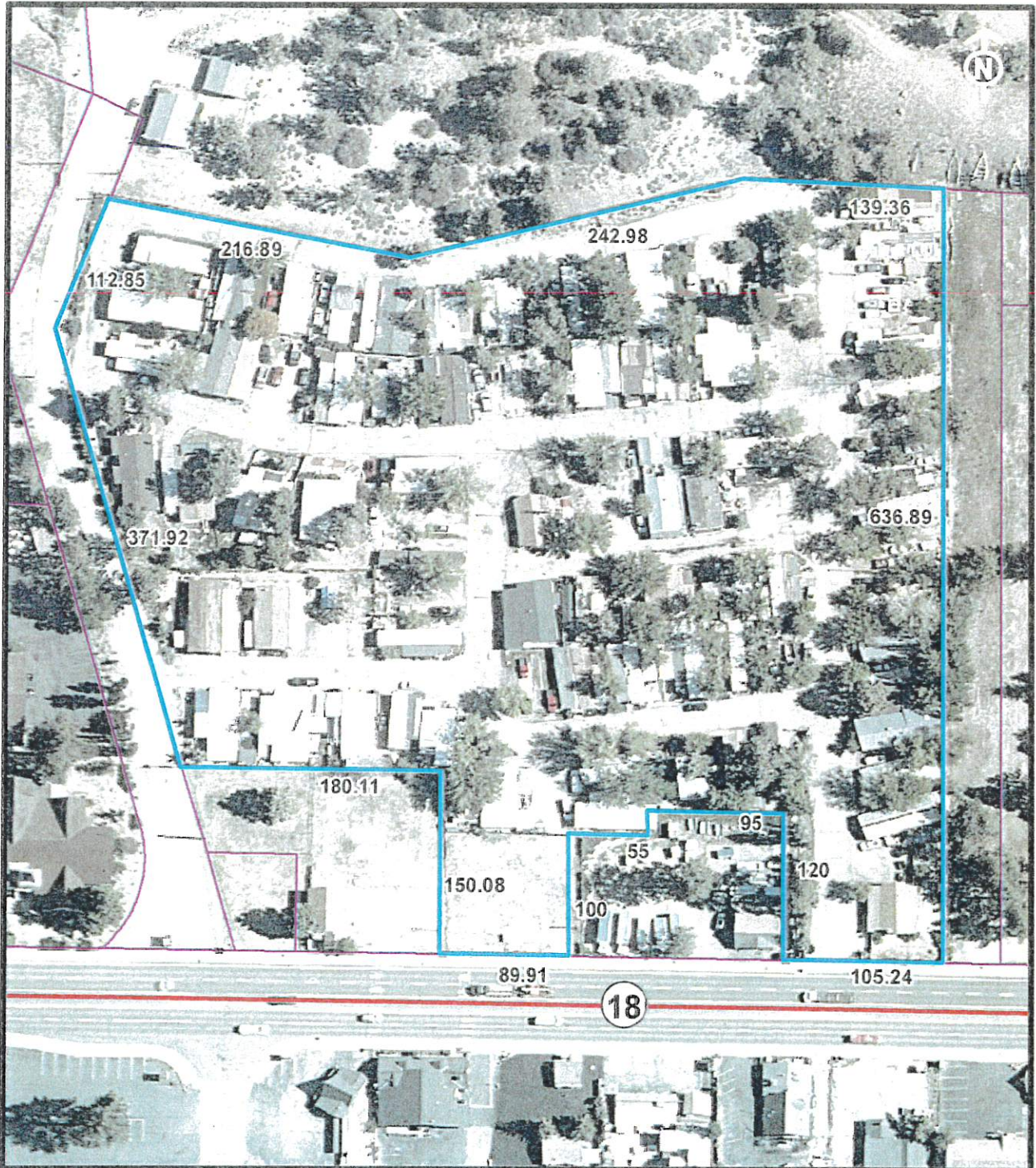


Dimensions Shown in Feet

0 25 50 100 150 200
Feet

APN: 0309-011-19

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 231,789
Improvement Value: 292,130
Acreage: 7.03

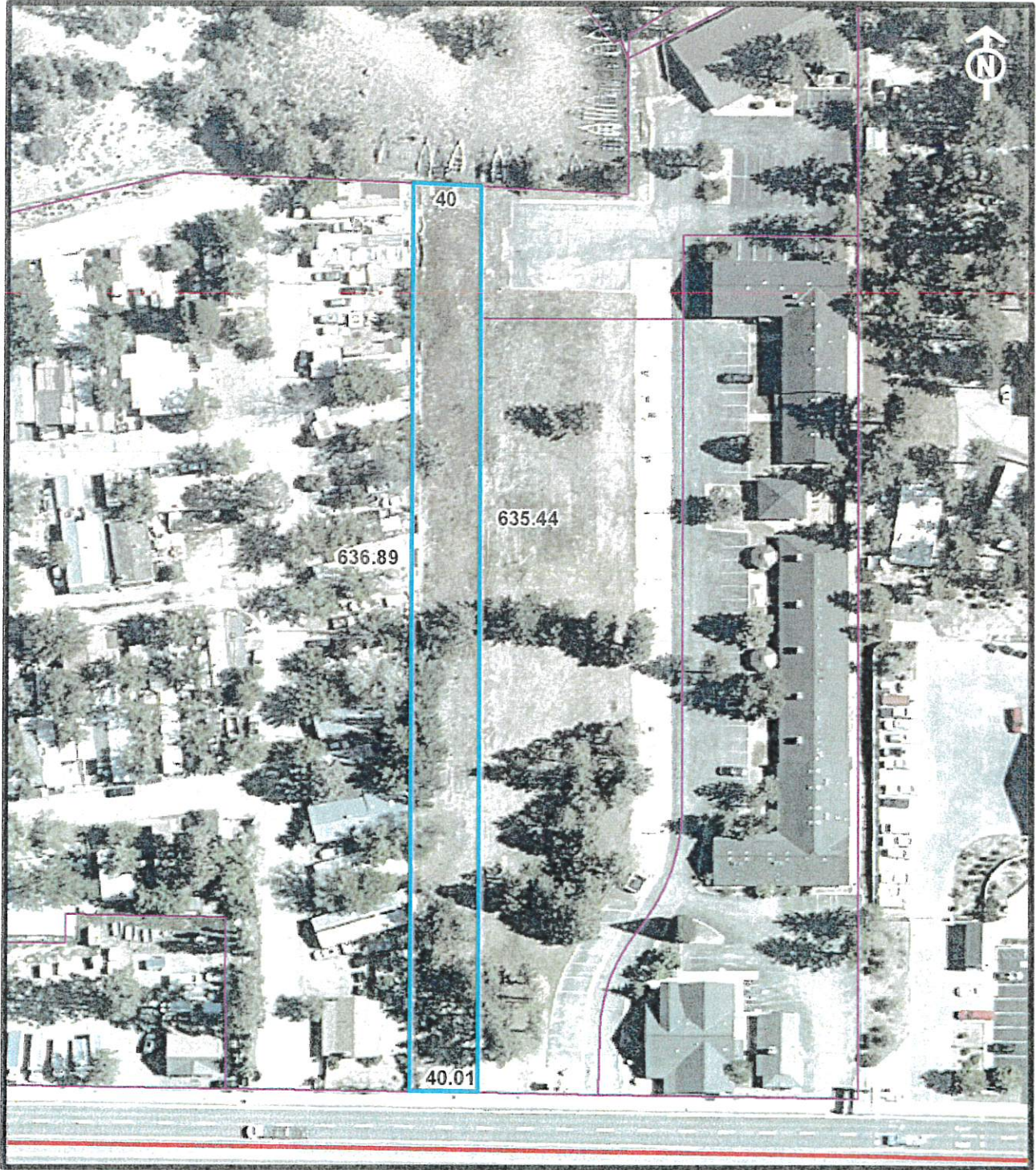


Dimensions Shown in Feet

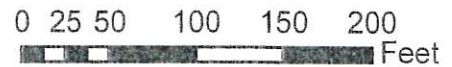
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Feet

APN: 0309-011-20

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 820
Improvement Value: 0
Acreage: 0.58

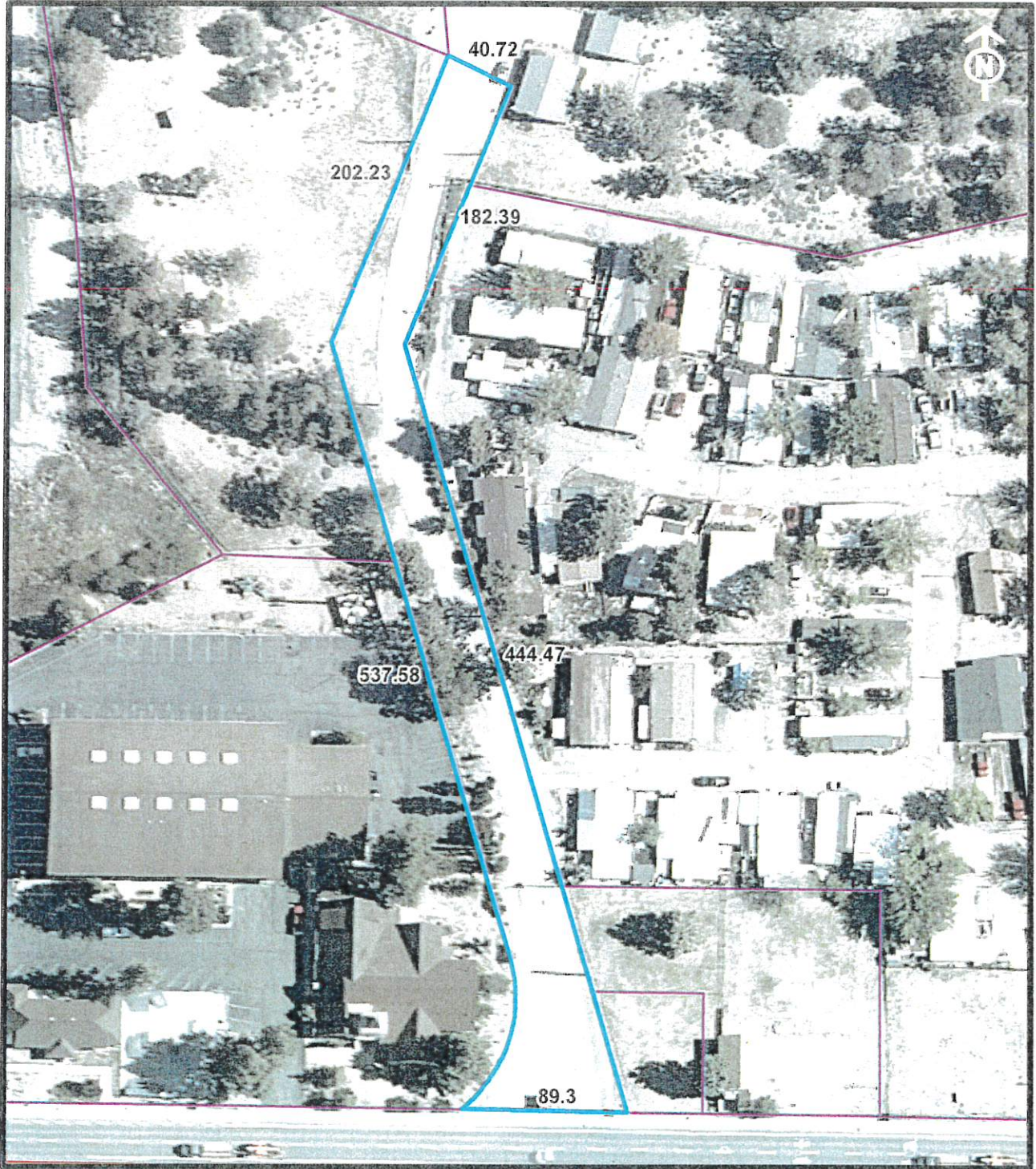


Dimensions Shown in Feet

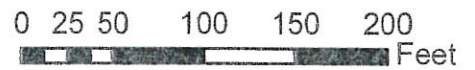


APN: 0309-011-21

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 1,758
Improvement Value: 0
Acreage: 0.7

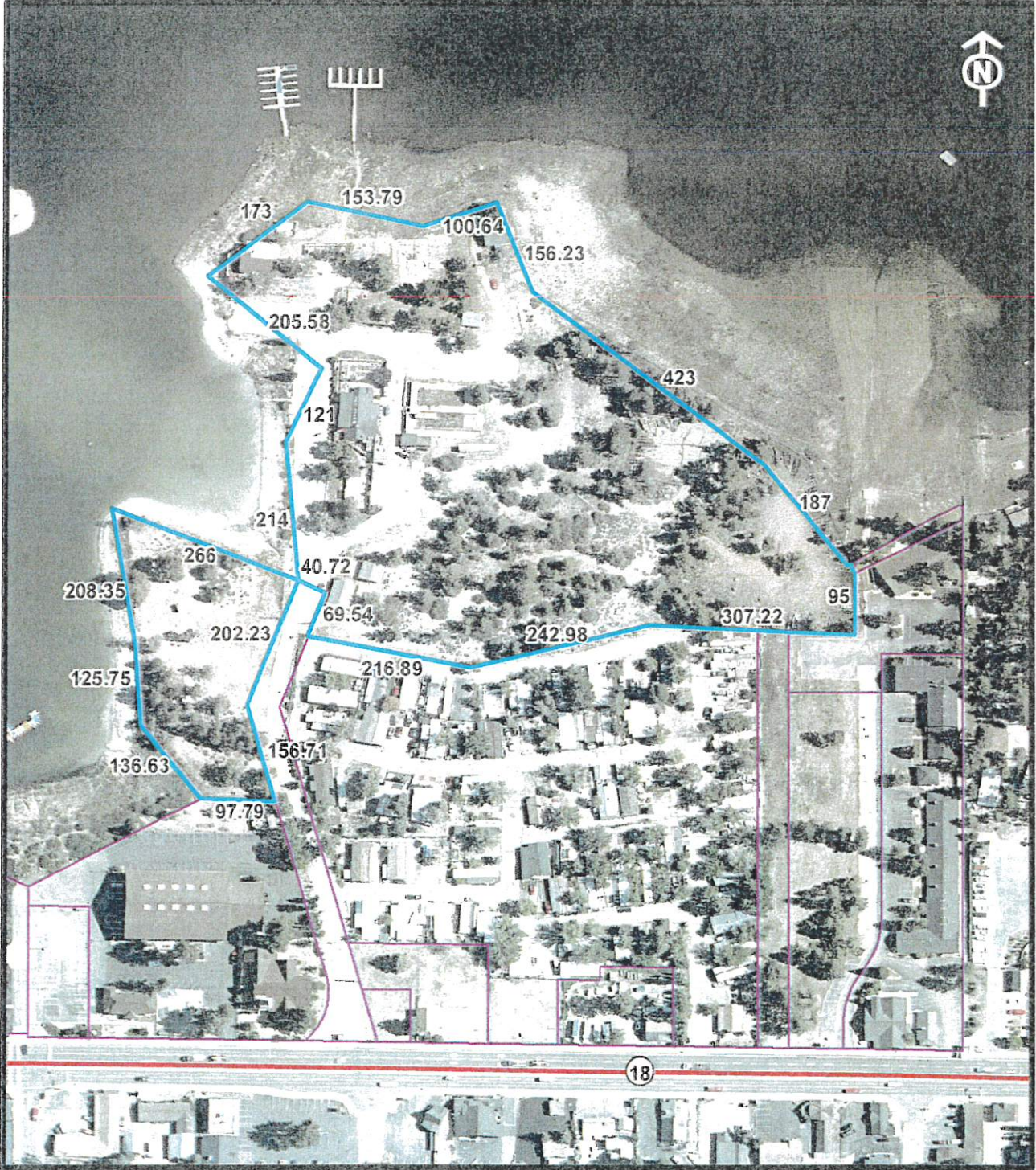


Dimensions Shown in Feet



APN: 0309-011-26

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 311,567
Improvement Value: 293,162
Acreage: 10.05



Dimensions Shown in Feet

0 55 110 220 330 440
Feet

APN: 0309-011-31

Owner: Bear Valley Mutual Water Co.
Mailing Address: 101 E Olive, Redlands, CA 92373
Land Value: 38,094
Improvement Value: 0
Acreage: 0.09



Dimensions Shown in Feet



ATTACHMENT 5

CEQA Notice of Exemption

NOTICE OF EXEMPTION

TO:
Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM:
Community Development Department
City of Big Bear Lake
P. O. Box 10000
Big Bear Lake, CA 92315

Project Title:

Lease Agreement between Bear Valley Mutual Water Company and the City of Big Bear Lake

Project Location - Specific:

Project site is located on the north side of Big Bear Boulevard, generally the inclusive area across the street from and between Alden Road and Main Street. The site comprises six parcels, totaling approximately 19 acres, including 309-01-126 (10.06 acres), 309-01-121 (0.7 acre), 309-01-119 (7.03 acres), 309-01-131 (0.096 acre), 309-01-118 (0.457 acre), and 309-01-120 (0.584 acre).

Description of Project:

The City would enter into a 99+ year lease agreement to control future development and land uses on the subject property. Current uses onsite include The Pines Restaurant, Pines Tavern on The Lake, some boat trailer storage associated with Pine Knot Marina, a small commercial building along Big Bear Boulevard, two single family homes, and 60 mobile home spaces. While the future vision of the site anticipates a lakefront park and private development opportunities, no development or changes in use are associated with the lease agreement. Any future development or change in use would be evaluated separately for compliance with local and state regulations.

Name of Public Agency Approving Project:

City of Big Bear Lake

Exempt Status: (check one) (State type and section number)

XX Categorical Exemption. Section: 15301, Class 1 of CEQA Guidelines

Reasons why project is exempt:

Section 15301 of the California Environmental Quality (CEQA) Guidelines exempts from further environmental review those projects involving *“operation, repair, maintenance, permitting, leasing, licensing, or other minor alteration of existing public or private structures, facilities...involving negligible or no expansion of existing or former use.”* The agreement would simply transfer development control of the subject property, from Bear Valley Mutual Water Company to the City of Big Bear Lake. No development is proposed or considered at this time, therefore, the project qualifies under this exemption. As such, no further assessment is necessary and a Notice of Exemption may be filed for the project.

Lead Agency or Contact Person:

Sue O’Strander

Area Code/Telephone/Extension

(909) 866-5831

Date: November 1, 2021

Signature: _____



CITY OF
BIG BEAR LAKE *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 3.2

**RESOLUTION AUTHORIZING THE EXECUTION OF
REPLENISH BIG BEAR PROJECT BENEFITS MEMORANDUM OF UNDERSTANDING**

ACTION TO BE CONSIDERED

City Council will consider a formal resolution authorizing the execution of a memorandum of understanding (MOU) regarding the Replenish Big Bear Project. Signatories to the MOU include the Big Bear Area Regional Wastewater Agency (BBARWA), the Big Bear City Community Services District (CSD), the Big Bear Lake Department of Water & Power (DWP), the Big Bear Municipal Water District (MWD), San Bernardino County (SBC), and Visit Big Bear (VBB). The MOU expresses each agency's preliminary support for the project and recognition of project benefits, but does not commit the City or any other agency to provide funding for the project at this time. If approved by the City Council, the City will work cooperatively with the other agencies to develop an equitable financing plan for the Replenish Big Bear Project in the coming months and present the proposed financing plan for City Council approval and other agencies' governing body approval at the appropriate time.

RECOMMENDED MOTION(S)

Motion to adopt the Resolution Authorizing the Execution of Replenish Big Bear Project Benefits Memorandum of Understanding.

RESPONSIBLE STAFF Frank A. Rush, Jr., City Manager

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: Resolution Authorizing the Execution of Replenish Big Bear Project Benefits Memorandum of Understanding

BACKGROUND

Several regional agencies in the Big Bear Valley are pursuing the Replenish Big Bear Project, which would treat wastewater to a standard that exceeds drinking water quality and discharge water into Shay Pond, recharge local aquifers, and Big Bear Lake. If the project is ultimately constructed, it would retain approximately 650 million gallons of water annually in the Big Bear Valley that is currently discharged off the mountain in Lucerne Valley.

The Big Bear Area Regional Wastewater Agency (BBARWA) is the lead agency for the project, and General Manager David Lawrence made a detailed presentation to the City Council at the October 18, 2021 meeting. Copies of the PowerPoint presentation and the accompanying staff report are attached, and provide a thorough overview of the project.

The total estimated cost of the project is approximately \$56 million, with approximately \$8 million of Federal and State funding awarded, leaving a current estimated local cost of approximately \$48 million. Project proponents continue efforts to secure additional Federal and State funding, and are currently working to develop an affordable and equitable financing plan for the remaining local cost.

The City Council expressed its preliminary support for the project during the October 18, 2021 meeting, and is now asked to authorize the execution of a formal Memorandum of Understanding (MOU) regarding the project.

DISCUSSION

The proposed MOU formalizes the City's support for the Replenish Big Bear Project concept, indicates the City's recognition of project benefits and beneficiaries, and more actively engages the City in future efforts to make the project a reality. The proposed MOU does not commit the City (nor any of the other regional agencies) to any funding at this time.

The proposed MOU, if approved, would be executed by the following agencies:

- City of Big Bear Lake,
- Big Bear Area Regional Wastewater Agency (BBARWA),

- Big Bear Lake Department of Water & Power (DWP),
- Big Bear Lake Municipal Water District (MWD),
- Big Bear City Community Services District (CSD),
- San Bernardino County, and
- Visit Big Bear.

As of October 27, the MOU has been approved by the governing bodies of BBARWA, DWP, and CSD. The other agencies are expected to consider the MOU in the coming weeks.

The key consideration going forward is the development of an affordable financing plan that distributes project costs equitably among the various project beneficiaries. If the City Council approves the MOU, the City Manager will work closely with other regional agencies to develop a responsible financing plan that would eventually be presented to City Council and other regional agency governing bodies for approval in the coming months.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the proposed MOU. If the City Council approves the MOU, the specific fiscal impact on the City (and the other regional agencies) will be determined as part of the development of the project financing plan.

ENVIRONMENTAL CONSIDERATIONS

There are no significant environmental considerations associated with the approval of the proposed MOU. There are significant environmental considerations associated with the Replenish Big Bear Project, all of which have been or will be considered if / as the project moves forward.

ATTACHMENTS

1. Resolution Authorizing the Execution of Replenish Big Bear Project Benefits MOU
2. Replenish Big Bear Project Benefits MOU
3. October 18, 2021 Staff Report
4. October 18, 2021 PowerPoint presentation

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING THE EXECUTION OF
REPLENISH BIG BEAR PROJECT BENEFITS
MEMORANDUM OF UNDERSTANDING**

WHEREAS, water is the most precious and scarce resource in Southern California, and several regional agencies in the Big Bear Valley are pursuing the Replenish Big Bear Project; and

WHEREAS, the Replenish Big Bear Project would treat regional wastewater to a standard that exceeds drinking water quality, and discharge this water into Shay Pond, recharge local aquifers, and discharge water into Big Bear Lake; and

WHEREAS, regional wastewater is currently discharged off the mountain in Lucerne Valley; and

WHEREAS, the Replenish Big Bear Project would retain approximately 650 million gallons of water annually in the Big Bear Valley; and

WHEREAS, the retention of this water in the Big Bear Valley will help the region to maintain adequate water supply in the future, and provide significant environmental, economic, and aesthetic benefits for the entire region; and

WHEREAS, the City of Big Bear Lake supports the Replenish Big Bear Project in concept, provided an affordable financing plan is identified that distributes project costs equitably among the various project beneficiaries; and

WHEREAS, the attached Memorandum of Understanding conveys the City's support for the Replenish Big Bear Project and its commitment to work cooperatively with other regional agencies to devise an affordable and equitable financing plan;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the execution of the Replenish Big Bear Project Benefits Memorandum of Understanding, and directs the City Manager to work cooperatively with other regional agencies to develop an affordable and equitable financing plan for future consideration by the City Council.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 2

Replenish Big
Bear Projects
Benefits MOU

Replenish Big Bear Project Benefits

Memorandum of Understanding

This Memorandum of Understanding (MOU) is dated September 1, 2021 and is made by and among the Big Bear Area Regional Wastewater Agency (BBARWA) and the Beneficiaries identified as signatories hereto and as defined below.

WHEREAS, BBARWA currently discharges Big Bear Valley's treated wastewater and thus, extracted groundwater to Lucerne Valley and is now considering the Replenish Big Bear Project (the Project) to return this water back to the Big Bear Valley primarily to improve water quality and groundwater sustainability for today and tomorrow, to provide ecological benefits, and to enhance the human welfare and economic well-being of the community. Protecting the community's drinking water and preserving opportunities for future generations is at the forefront of this effort and is critical for Big Bear Valley, where alternative water supplies are not available and the scarcity of water is increasingly imminent with recent rainfall fluctuations and climate change projections. This situation drives the high value associated with securing this water today.

WHEREAS, the Project as currently structured will return approximately 650 million gallons or 2,000 AF (acre feet) of water on average each year to the Big Bear Valley (the Project Water). The Project Water has been allocated for the following uses: 1) groundwater recharge to provide drinking water and other municipal or commercial uses, 2) to contribute to habitat for endangered species and the preservation of wildlife, and 3) to increase the level of Big Bear Lake.

WHEREAS, to provide the water uses as outlined above the water quality will be high and BBARWA will incur costs — pre-construction, construction, and ongoing operational and maintenance costs. It is BBARWA's intention to allocate the Project Water costs as equitably as possible among its ratepayers and potential project beneficiaries.

WHEREAS, through this MOU users of the Project Water and any other parties that may receive value from the Project Water (together, the "Beneficiaries") will be identified. It is anticipated that the Beneficiaries may contribute toward the costs of the Project Water in a manner that is relative to the benefits or direct use of the Project Water.

The difficulty in valuing the Project Water for groundwater and ecological uses, cannot be overstated. There are multiple limitations and uncertainties along with a lack of knowledge related to physical, biological and hydrological relationships. Valuing Project Water for commercial and economic use is also challenging. It is understood that any contributions provided by the Beneficiaries will likely be based on estimates and assumptions used by each Beneficiary to estimate their specific benefit. These contributions may only be "reasonable" in nature and not necessarily supported by specific economic information. The Beneficiaries' willingness to contribute to the Project, including that of BBARWA's ratepayers, will be the cornerstone of the Project's feasibility going forward. This MOU is an attempt to identify the

Beneficiaries and ultimately to understand their ability, desire and willingness to contribute to this momentous project.

NOW, THEREFORE, to facilitate this Project, the Beneficiaries and related Project Water uses and benefits, are agreed to as follows:

The Big Bear Area Regional Wastewater Agency (a wastewater agency)

BBARWA was formed by a Joint Exercise of Powers Agreement on March 22, 1974, that stated as part of its purpose “to include facilities for the reclamation of wastewater[.]” BBARWA’s mission is to *efficiently collect, treat and beneficially reuse wastewater and biosolids in an environmentally and fiscally responsible manner*. BBARWA has three member agencies: San Bernardino County Service Area 53B, Big Bear City Community Services District, and the City of Big Bear Lake.

BENEFICIARIES: Agency Ratepayers

PROJECT WATER USES AND BENEFITS:

The Project is consistent with BBARWA’s mission statement and strategic goal of water reclamation. BBARWA will not have a specific use of the Project Water but will allocate the water for specific uses. BBARWA’s ratepayers will broadly benefit from the Project including access to increased groundwater supplies (today and future generations), the maintenance and restoration of habitat for wildlife and endangered species, sustaining the economic well-being of the community and the continued delivery of goods and services as currently provided, the visual amenities associated with a fuller Big Bear Lake and a healthy mountain environment, preservation of and access to a recreational lake, and increased fire protection capacity associated with an increase in municipal water supplies.

City of Big Bear Lake Department of Water and Power (DWP) (a municipal water agency)

The DWP provides water service to approximately 15,520 customers in the Big Bear Valley including the City of Big Bear Lake, located along the south side of the Lake, as well as unincorporated communities of Fawnskin, Sugarloaf, Erwin Lake, and Lake Williams areas. Water is supplied to customers by pumping groundwater from local aquifers. The DWP focuses on service, quality, community, and their mission is to *cost-effectively deliver quality water to meet the needs of their current and future customers*.

BENEFICIARIES: DWP and Customers

PROJECT WATER USES AND BENEFITS:

The DWP will have access to lake water to recharge its Sand Canyon aquifer up to 380 AF annually. If Big Bear Mountain Resorts (BBMR) purchases lake water from the Municipal Water District for mountain operations rather than pumping this water from its well, the DWP may benefit from an “in-lieu” groundwater recharge of up to 120 AF annually.

There is economic value to the DWP and its customers to increased groundwater and access to groundwater supplies today and in the future. This value is driven by factors associated with hydrologic and recharge information, economic estimates of water demand (and how it might be affected by economic, climate or social forces), the availability of water supply substitutes and how these factors impact labor, capital and material¹.

Big Bear City Community Services District (CSD) (a municipal water agency)

The CSD provides water, wastewater collection, fire protection and emergency medical services, solid waste collection, and street lighting services. The CSD's water service area includes Big Bear City and portions of San Bernardino County. Its wastewater collection includes Big Bear City and portions of the unincorporated communities of Sugarloaf, Erwin Lake, Whispering Forest, and Moonridge. The CSD's mission is to *serve its customers with clean and safe water, and to provide collection of solid waste and wastewater in a fiscally responsible manner.*

BENEFICIARIES: CSD and Customers

PROJECT WATER USES AND BENEFITS:

It is estimated that the CSD will use up to approximately 80 AF of Project Water annually to benefit the endangered Unarmored Threespined Stickleback Fish habitat in Shay Pond. This Project Water will be used instead of groundwater and thus will provide an "in lieu" recharge of up to 80 AF annually to the CSD. Also, through an interconnect with the DWP, the CSD will benefit from the DWP's recharge of its Sand Canyon aquifer up to 380 AF annually.

There is economic value to the CSD and its customers to increased groundwater and access to groundwater supplies today and in the future. This value is driven by factors associated with hydrologic and recharge information, economic estimates of water demand (and how it might be affected by economic, climate or social forces), the availability of water supply substitutes and how these factors impact labor, capital, and material (see endnote).

Big Bear Lake Municipal Water District (MWD) (a lake management agency)

The MWD was formed in 1964 as a special district responsible for the overall management of Big Bear Lake (the Lake). The primary responsibilities of the MWD are *stabilization of the Lake level* by purchasing water in-lieu of releases to Bear Valley Mutual Water Company, watershed/water quality management, recreation management, *wildlife habitat preservation and enhancement*, and Bear Valley Dam and Reservoir maintenance.

BENEFICIARIES: MWD and Customers

PROJECT WATER USES AND BENEFITS:

Approximately 1,920 AF of Project Water will flow into the Lake each year, of which 380 AF will be available to the DWP for groundwater recharge and 120 AF will be available to BBMR for purchase to provide water for mountain operations.

There is an economic impact to the MWD and its customers as a result of a fuller lake. This economic impact is driven by 1) how lake levels affect (a) lake management agreements and how these agreements impact in-lieu water purchases, (b) lake management and maintenance and how these changes are reflected in labor, capital and material costs, (c) the recreational use of the lake, such as higher revenues associated with higher use permits and higher variable costs associated with higher lake use, (d) wildlife habitat preservation, (e) lake water quality and (f) enhancement activities and 2) the sale of water to BBMR for mountain operations.

The MWD will also provide economic benefits to the Project by 1) serving as a reservoir for groundwater until such time as the water is recharged to the Sand Canyon aquifer and 2) performing regulatory lake offset requirements if needed.

City of Big Bear Lake (a municipal government agency)

The City of Big Bear Lake (CBBL) is a small city in the San Bernardino mountains located along the south shore of Big Bear Lake. It is a popular year-round resort destination, with the population surging to over 100,000 during many weekends of the year. Key industries include tourism and outdoor recreation, health and wellness, and real estate and construction. Top regional assets include ski resorts, Big Bear Lake, the San Bernardino National Forest, and hiking and biking trails.

BENEFICIARIES: CBBL and Constituents

PROJECT WATER USES AND BENEFITS:

The CBBL will not have a specific use of the Project Water but its constituents will broadly benefit from the Project including access to increased groundwater supplies (today and future generations), the maintenance and restoration of habitat for wildlife and endangered species, sustaining the economic well-being of the community and the continued delivery of goods and services as currently provided, the visual amenities associated with a fuller Big Bear Lake and a healthy mountain environment, preservation of and access to a recreational lake, and increased fire protection capacity associated with an increase in municipal water supplies.

There is economic value to the CBBL resulting from the economic impact of 1) the Project Water on Big Bear Lake and 2) water sustainability on the local economy. The economic value to the CBBL is driven by factors associated with how a fuller lake impacts the economy and tourism and how water sustainability impacts tourism, recreation, real estate values, commercial activity and new development and overall economic activity.

County of San Bernardino (the County) (a municipal government agency)

The County of San Bernardino governs certain unincorporated areas of the Big Bear Valley. The County of San Bernardino believes that water is one of our greatest natural resources and is developing a comprehensive countywide strategy for water management that encourages collaboration among businesses, residents, municipal governments, and water agencies that will address multiple watersheds and water agencies, build institutional and organizational capacity for future countywide planning efforts, and create mutually beneficial investment opportunities

to ensure adequate water supplies and quality to support future population growth within the County.

BENEFICIARIES: County and Constituents

PROJECT WATER USES AND BENEFITS:

The County will not have a specific use of the Project Water but its constituents will broadly benefit from the Project including access to increased groundwater supplies (today and future generations), the maintenance and restoration of habitat for wildlife and endangered species, sustaining the economic well-being of the community and the continued delivery of goods and services as currently provided, the visual amenities associated with a fuller Big Bear Lake and a healthy mountain environment, preservation of and access to a recreational lake, and increased fire protection capacity associated with an increase in municipal water supplies.

There is economic value to the County resulting from the economic impact of 1) the Project Water on Big Bear Lake and 2) water sustainability on the local economy. The economic value to the County is driven by factors associated with how a fuller lake impacts the economy and tourism and how water sustainability impacts tourism, recreation, real estate values, commercial activity and new development and overall economic activity.

Visit Big Bear (a marketing agency)

Visit Big Bear is the official destination marketing organization for Big Bear Lake and is funded through community partnership and the Tourism Business Improvement District (TBID). Its destination goal is to be the internationally recognized Southern California Mountain Lake Escape, offering visitors a year-round transformational experience. Its organization goal is to act as a catalyst for destination-wide cooperation to enhance the region's brand awareness, event calendar and the positive impacts that visitors will provide in the region.

BENEFICIARIES: Visit Big Bear Partners and Visitors

PROJECT WATER USES AND BENEFITS:

While Visit Big Bear Partners will not have specific uses of the Project Water, there is an economic benefit to Visit Big Bear Partners (the Partners) resulting from the economic impact of 1) the Project Water on Big Bear Lake and 2) water sustainability on tourism. The economic value to the Partners is driven by factors associated with how a fuller lake impacts the economy and tourism and how water sustainability impacts tourism, recreation, and overall economic activity.

The Visitors, similar to residents, will broadly benefit from the Project which will maintain the Visitor's "destination experience", including access to increased groundwater supplies, the maintenance and restoration of habitat for wildlife and endangered species, sustaining the economic well-being of the Big Bear Lake destination and the continued delivery of goods and services as currently provided, the visual amenities associated with a fuller Big Bear Lake and a

healthy mountain environment, preservation of and access to a recreational lake and other recreational opportunities, and increased fire protection capacity associated with an increase in municipal water supplies.

The Project Benefits - Quantifying Benefits and Contributions

This MOU, as outlined above, includes the Project Water users and the most direct beneficiaries of the Project. It should be recognized that any Beneficiary contributions that may result from the Project benefits will likely be based the Beneficiary's estimated economic benefit and the Beneficiary's willingness to pay. It should also be recognized that the Project has social and environmental benefits that are difficult to quantify, such as a reliable, convenient and safe source of water and the environmental benefits from ecosystem improvements. While these benefits are extremely valuable, especially during a period of water scarcity, they are difficult to quantify and to incorporate into a cost and benefit analysis in an attempt to economically justify the Project. The following is a comprehensive list of benefits by category that captures the broader scope of improvements related to the Project.

Water Sustainability: The Project will create opportunities for future beneficial reuse, provide a reliable and sustainable water supply by increasing natural groundwater recharge and in-lieu recharge, increase resiliency to drought by reducing stress to the water supply infrastructure that can be impacted by severe droughts and climate change, and provide a drought resistant source of water that results in widespread benefits despite changing weather patterns and reduced rainfall.

Environmental Stewardship: The Project will create an opportunity for ecosystem restoration, protect ecological assets by providing a consistent water source to sustain 145 acres of wetland habitat at Stanfield Marsh, create a new inflow to Big Bear Lake, improve aquatic and riparian habitat by maintaining wetted habitat for over 300 acres of Lake edge, sustain 10 acres of habitat for the Unarmored Three-spined Stickleback Fish at Shay Pond, provide a consistent and drought-proof water source to restore wetland habitat and sustain our area's diverse species, improve management of downstream releases to lessen the impact to fish and wildlife in Bear Creek and the Santa Ana River, reduce the water demand from the State Water Project and could make more water available to support federally endangered and protected fish species in the Bay-Delta. Improved water levels at Stanfield Marsh will increase educational opportunities for the community and visitors and will establish community involvement in environmental stewardship and education of recycled water production.

Economic Development, Growth and Sustainability: The Project will protect investments in the community from the negative impacts of long-term drought and unreliable water supplies and will contribute to sustained economic activity and growth by improving access to recreation, increasing Lake usability, sustaining quality goods and services to the tourism industry, and sustaining and driving real estate values, employment, commercial activity, new development and overall economic activity.

Protection and Public Safety: The Project will increase public protection and safety by increasing municipal water supplies for fire protection.

COUNTERPARTS. This MOU may be executed in counterparts, each of which shall have the effect of and be considered as an original of this MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the Project Beneficiaries.

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

By: _____

Name: David Lawrence, P.E.

Title: General Manager

Date: August 25, 2021

CITY OF BIG BEAR LAKE, DEPARTMENT OF WATER AND POWER

By: _____

Name: _____

Title: _____

Date: _____

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

BIG BEAR MUNICIPAL WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BIG BEAR LAKE

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SAN BERNARDINO

By: _____

Name: _____

Title: _____

Date: _____

VISIT BIG BEAR

By: _____

Name: _____

Title: _____

Date: _____

¹ Sources for valuing groundwater supplies include National Research Council 1997, *Valuing Ground Water: Economic Concepts and Approaches*, Washington, DC; the *Economics of Managed Aquifer Recharge* by Robert G. Maliva; and *A Framework for Measuring the Economic Benefits of Groundwater*, product of the EPA Interoffice Groundwater Valuation Workgroup

ATTACHMENT 3

October 18, 2021

Staff Report



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: October 18, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: Replenish Big Bear Project

BACKGROUND

The Big Bear Area Regional Wastewater Agency (BBARWA) treats wastewater generated by residents, visitors, and businesses throughout the Big Bear Valley, and ultimately discharges this water down the mountain in Lucerne Valley. Approximately 650 million gallons of water leave the Big Bear Valley annually, and are utilized for crop irrigation.

With drought conditions occurring more frequently, BBARWA and other regional partners have been working on a plan to retain this treated wastewater in the Big Bear Valley to help ensure adequate water supply in the future. Staff from BBARWA, the Big Bear Lake Department of Water & Power (DWP), the Big Bear Municipal Water District (MWD), and the Big Bear City Community Services District (CSD) have been working cooperatively to develop the Replenish Big Bear project over the past several years, and will soon be seeking approval of a project Memorandum of Understanding (MOU) from the governing bodies of each entity. As the City of Big Bear Lake is perceived by many as the local government leader of the entire Big Bear Valley, project proponents are also seeking the City's formal support for the Replenish Big Bear Project – political and financial – and the City Council will likely be asked to approve an identical MOU at some point in the near future.

In order to ensure a full and accurate understanding of the Replenish Big Bear Project by City Council and our community, I have scheduled a presentation by key staff involved in the project. The following individuals will attend the October 18 meeting to brief the Council and be available to answer questions:

- David Lawrence, BBARWA General Manager
- Reggie Lamson, DWP General Manager
- Mary Reeves, Big Bear City CSD General Manager
- Mike Stephenson, MWD General Manager.

Following Council discussion, the City Council is asked to provide direction to the City Manager regarding the following:

- Council's general support (or lack thereof) for the Replenish Big Bear Project,

- Council's interest in considering the formal Memorandum of Understanding (MOU) to become a more engaged partner in this effort in the future,
- the relative priority Council places on the Replenish Big Bear project compared to other desired City improvements,
- feedback on potential future City funding sources for the construction, debt service, and/or operating costs for the Replenish Big Bear project, and
- any other project concerns or ideas.

DISCUSSION

A detailed PowerPoint presentation about the Replenish Big Bear Project is attached, and includes key information about the project. Highlights include the following:

- wastewater would be treated to a standard that exceeds drinking water quality standards,
- approximately 650 million gallons of water that is currently discharged in Lucerne Valley would be retained in the Big Bear Valley annually,
- the retained water represents approximately 2/3 of all water consumption annually in the Big Bear Valley,
- approximately 30% of retained water would be used to recharge local aquifers, and 70% would be discharged into Big Bear Lake (and ultimately available for treatment and water consumption if necessary),
- the project could raise lake levels by as much as 4 ½ feet in Big Bear Lake during drought conditions, and improve environmental, aesthetic, and recreational quality,
- the total project cost is approximately \$56 million, with nearly \$8 million in grant funding already committed (there are ongoing efforts to secure additional Federal and State funding),
- if no additional Federal and State funding is secured, the project would require a new debt issue of approximately \$48 million (project proponents are optimistic that additional funding will ultimately be provided, and thus reduce this amount to something less than \$48 million),
- with a \$48 million debt issue, the annual debt service would be approximately \$2.2 million over a 30-year period,

- annual operating and maintenance costs are estimated at more than \$2.7 million, resulting in a total annual expense of more than \$4.9 million, and
- if the project progresses as hoped, it could be operational by late 2025.

The governing bodies of BBARWA, DWP, MWD, and CSD are being asked to approve a formal MOU that expresses these entities' formal support for the project, and this MOU will be the basis for more focused efforts to make the project a reality in the future. If the City Council determines that the Replenish Big Bear project is a high priority for the City, I will schedule formal Council consideration of the MOU at a Council meeting in the coming weeks. The MOU is not expected to commit the City (or any of the other regional partners) to any specific financial contribution at this time, but instead symbolize the City's political support for the project and engage the City as a full partner in future project efforts.

The Replenish Big Bear project is perhaps the most important infrastructure decision for our region, as water is the most precious and scarce resource and will have the greatest impact on our future quality of life and economic prosperity. As the perceived leaders of the entire Big Bear Valley, the City's formal support for the project will likely generate significant momentum to make the project a reality in the next few years. As such, City Council may wish to consider and discuss the following questions at the October 18 meeting and in subsequent meetings:

- Does the Council believe that drought conditions are likely to persist and/or worsen in the Big Bear Valley in the future?
- If so, are there other realistic and affordable water supply alternatives that the City and the region should consider?
- How important is it to enable the City and the region to control its own water destiny, and avoid reliance on the State, County, or other entities that will likely be seeking the same water resources in the future?
- Is the estimated remaining cost of \$48 million affordable for the Big Bear Valley?
- Would the City and the region benefit more by investing \$48 million in other community improvements?
- Are there opportunities to value-engineer the proposed project to make it more affordable?
- Will all of the governing bodies of the regional partners agree and view the project as a high priority?
- What is the appropriate sharing of costs among the regional partners and beneficiaries?
- If the City views the project as a high priority with significant value for our community, and other partners do not, is there a way to scale the project down accordingly to enable it to proceed and benefit the City (perhaps with future expandability)?

- If the Replenish Big Bear project does not proceed, will future generations regret that our community did not seek to secure our water future now?
- Many decades from now, will the \$48 million price tag appear insignificant and be inconsequential in future leaders' decisions to improve our community?
- Should any City financial contribution be limited only to the DWP and/or to all City water and wastewater rate payers, or should the City seek to provide additional financial contributions in light of perceived aesthetic and recreational benefits?

If the Council believes that the Replenish Big Bear project is a high priority, and that the City should seek to identify funding to enable the project to proceed in some form, the following options (and likely others) appear to be reasonable to consider:

- The City could pursue a TOT increase, with some amount earmarked (either formally or in an advisory manner) for the Replenish Big Bear project. Each 1% increase in TOT is estimated to generate approximately \$800,000 - \$1,000,000 annually, and such an amount would be meaningful toward the estimated \$4.9 million annual expense associated with the project.
- The City could earmark some portion of existing General Fund and/or Sanitation Fund (wastewater) balance toward the construction cost. Excluding fund balance previously allocated for the Moonridge project, the City still maintains more than \$10 million in combined fund balance in these two funds.
- The Sanitation Fund (wastewater) is very fiscally healthy, often with annual surpluses. The City could likely consider an annual contribution of \$200,000 - \$300,000 from the Sanitation Fund for the Replenish Big Bear project without significant strain on the annual Sanitation Fund budget.
- The City could pursue an increase in annual sanitation (wastewater) fees on all City customers, and generate a meaningful annual contribution to the project. Each \$1 per month increase on all customers would generate approximately \$125,000 - \$150,000 annually.
- The City could carve out an annual contribution to the Replenish Big Bear project from the General Fund or the Measure Y Fund, and may be able to accommodate an annual appropriation in the \$200,000 - \$300,000 range.
- The City could rely on DWP to make a more significant contribution to the effort, and increase water fees to generate a meaningful annual contribution to the project.

Of course, it will be important for the City and the other regional partners to determine the appropriate, equitable sharing of costs associated with the Replenish Big Bear project. This

discussion will likely include significant community and governing body debate, however, I am optimistic that a reasonable plan can be developed with a strong spirit of cooperation.

FISCAL IMPACT

It is difficult to determine the fiscal impact at this preliminary stage, however, the discussion above should provide some context.

Although it is difficult to imagine and predict, the Council should also consider the potential future fiscal impact of any necessary water supply strategies in the future in an emergency situation and/or competitive environment.

ENVIRONMENTAL CONSIDERATIONS

There are significant environmental considerations, all of which have been or will be considered if / as the project moves forward.

ATTACHMENTS

1. PowerPoint presentation

ATTACHMENT 4

October 18, 2021

PowerPoint

Presentation



Replenish Big Bear Project

Securing our Future



REPLENISH
— *Big Bear* —

Treated Water Discharged to Lucerne Valley

34 billion gallons exported since 1980

- No benefit to our community
- No benefit to our economy
- No benefit to our environment



Planning Ahead

- We have seen the headlines - weather patterns are changing
 - Increasing possibility of less precipitation and a long-term drought
 - Increasing wildfire threat

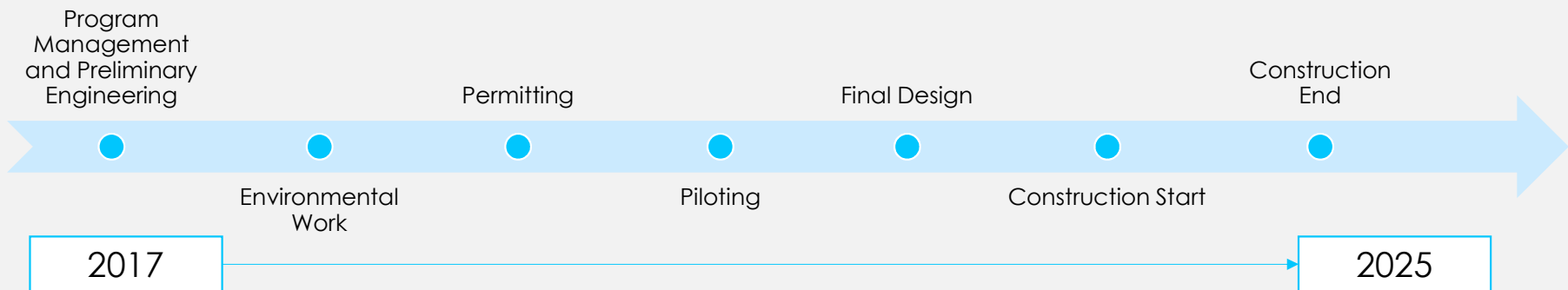


Timing is Everything

- Water supply could be more important than ever

Exporting our wastewater to Lucerne is our least expensive option, but could be our most expensive mistake

- The cost and value of water will only increase as the effects from the drought continue
- Keeping water in Big Bear is a long, multi-year process:



The Project



REPLENISH
— *Big Bear* —

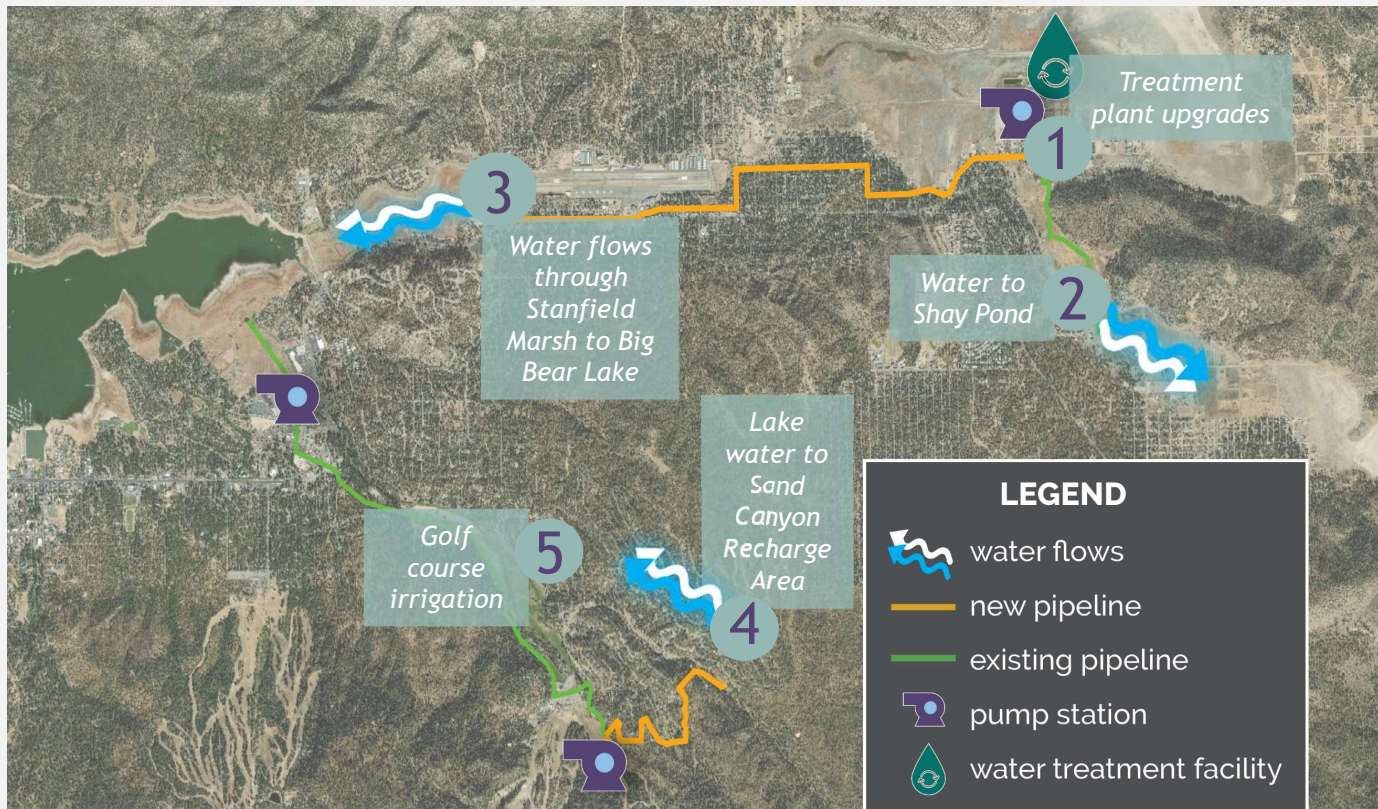


Project Goals

- Keep this Valuable Resource (treated water) in Big Bear Valley
 - Increase Lake levels
 - Improve water sustainability
- An affordable project that benefits community, economy and environment



Overview



1 Treatment plant upgrades

Water Treatment

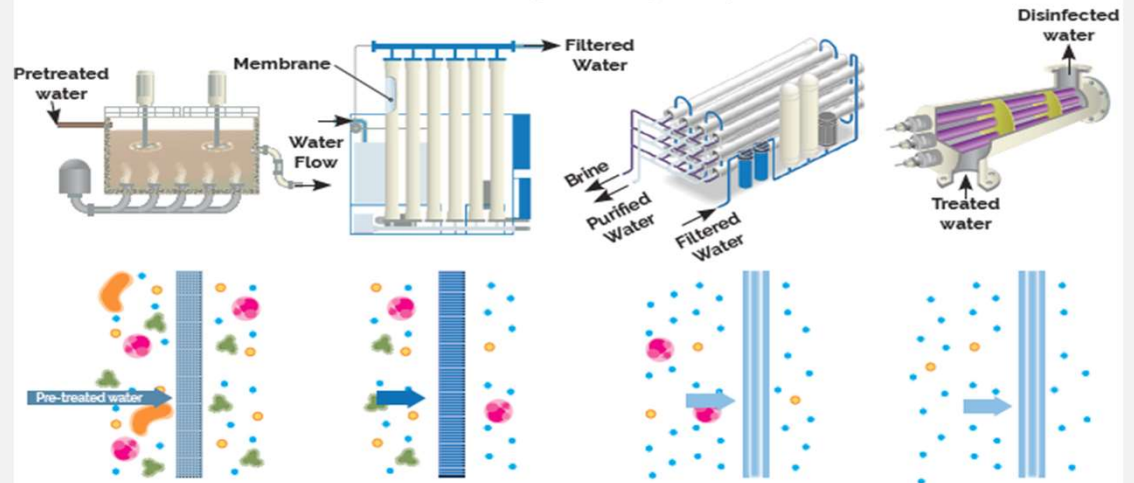
- 2,000 AF (650 million gallons)
- Plant Upgrades
 - Ox Ditch Retrofits
 - Denitrification Filter
 - Ultrafiltration
 - 100 % Reverse Osmosis
 - UV Disinfection
 - Pellet Reactor
 - Evaporation Ponds
- Piloting
 - Denitrification Filter, Ultrafiltration, Reverse Osmosis, Pellet Reactor

Treatment Process

- Exceeds Drinking Water Standards – It's SAFE
- Permitting Requires 100% Reverse Osmosis

A Proven Water Treatment Process

Several additional treatment steps to Big Bear's existing treatment process will use proven technology to achieve safe, high quality water that exceeds drinking water quality standards.



Nutrient Removal

Specialized biological processes and chemical treatment remove most of the organics, nitrogen, and phosphorous from the water.

Filtration

A filtration process uses either permeable membranes or granular media to remove suspended solids and bacteria from the treated water as it passes through the filter.

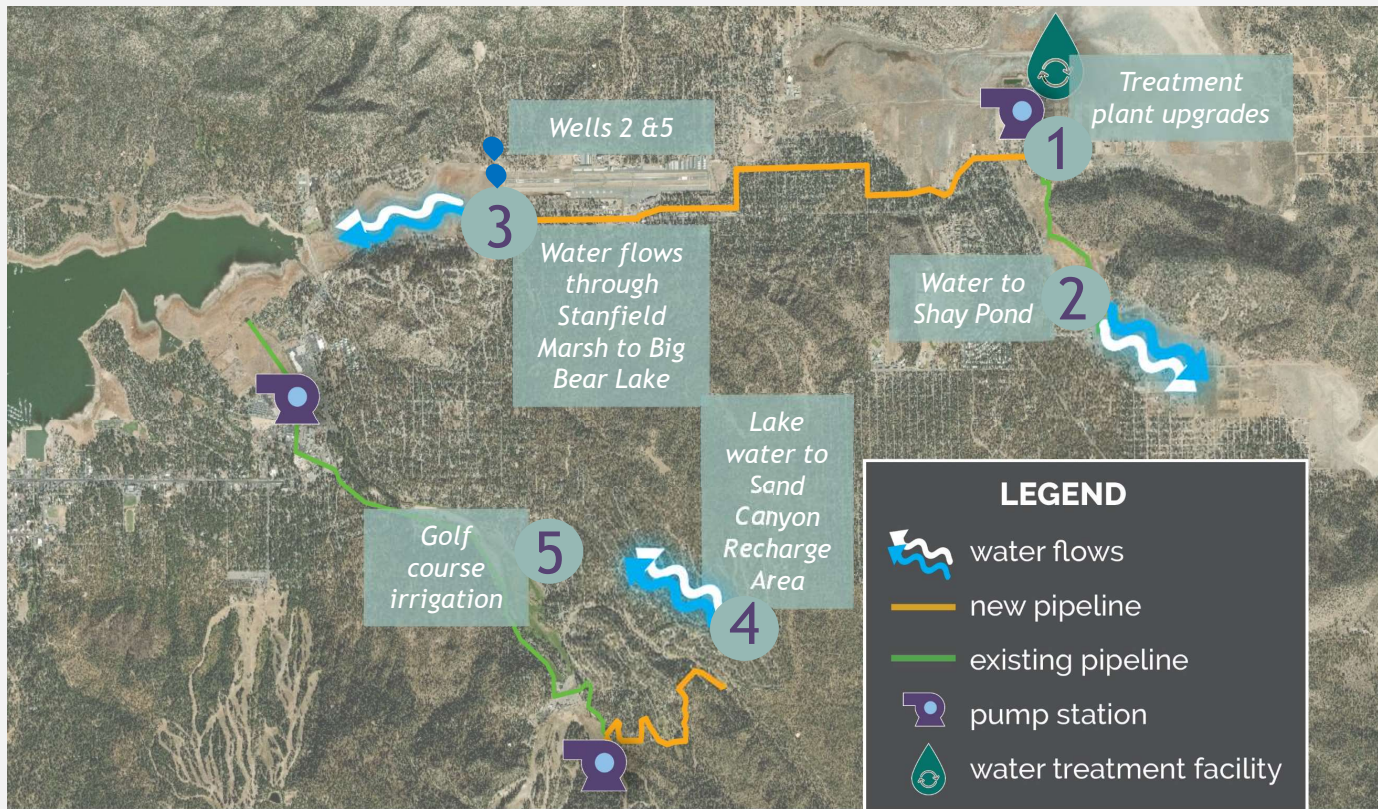
Reverse Osmosis

Water is forced under high pressure through reverse osmosis membranes to remove impurities, including salts, bacteria, viruses, pharmaceuticals, and personal care products.

UV Disinfection

High-intensity UV light disinfects the water by deactivating any bacteria, viruses, and other microorganisms so they are rendered harmless.

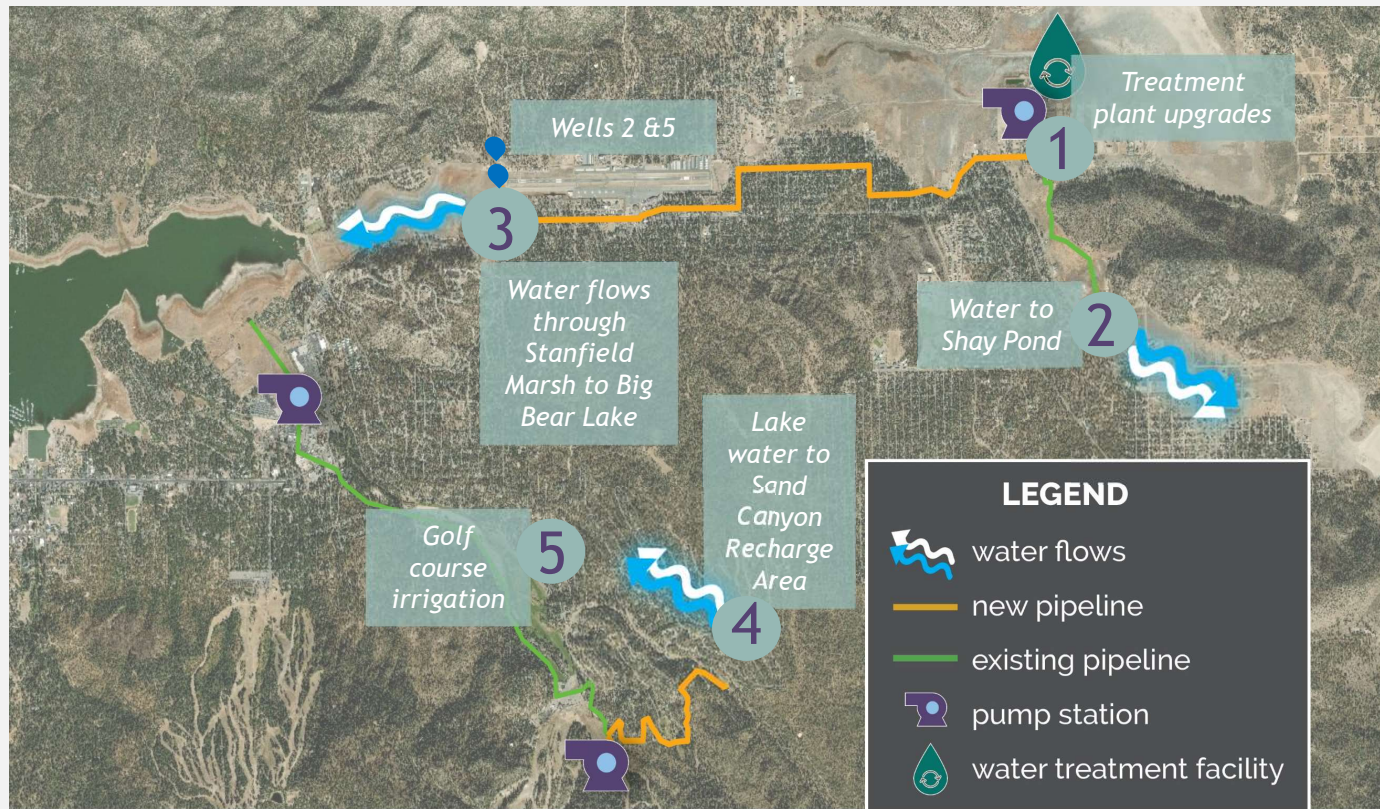
Overview



2 Water to Shay Pond

- Up to 80 AF annual requirement to replenish Shay Pond to protect endangered Stickleback fish
- CSD pumps groundwater to meet requirement
- Pipeline to Shay Pond – 4", 710 LF

Overview



3

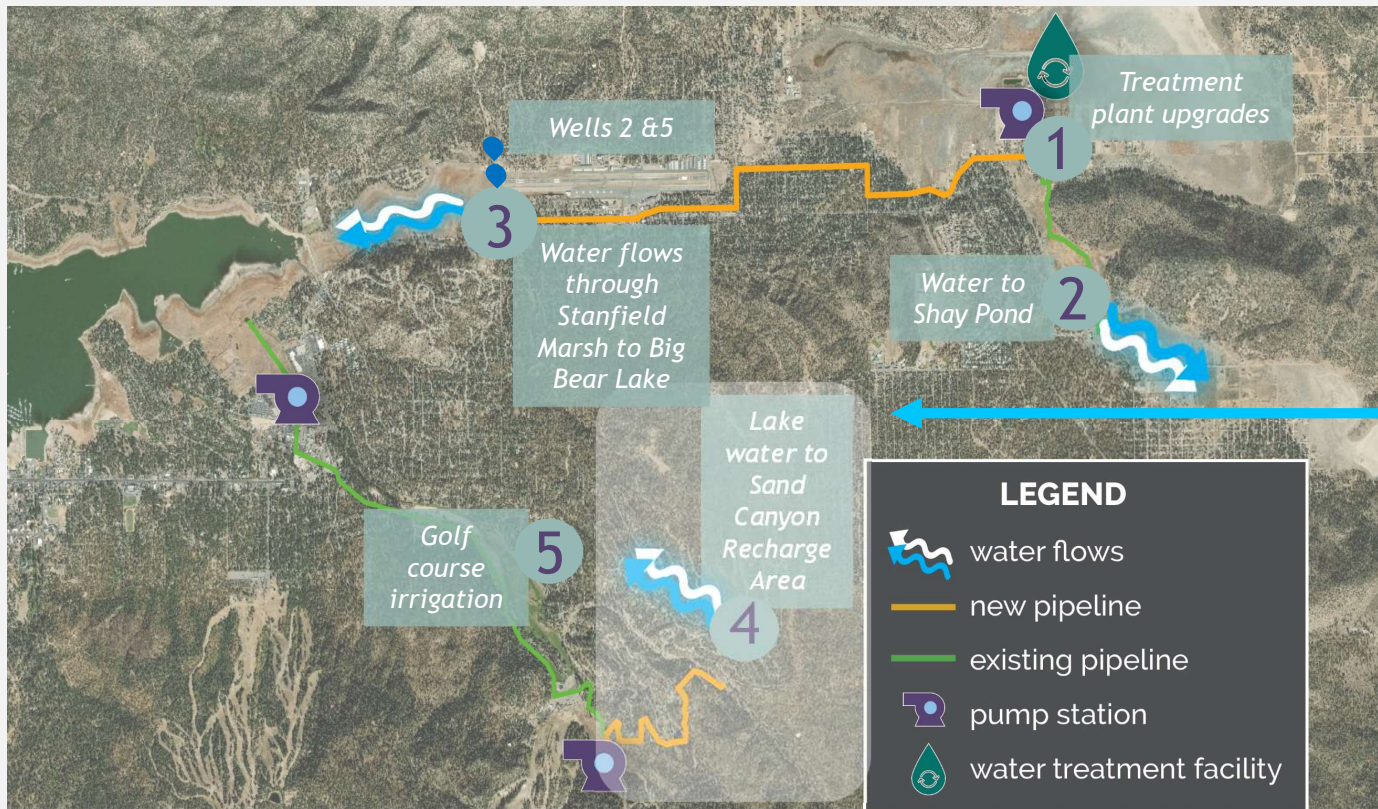
Offsite Improvements

Transport of Treated Water

- Pipeline
 - to Lake – 12", 19,940 LF
- Well abandonment*
 - Due to proximity to lake
 - Abandon DWP Wells 2 and 5
 - DWP Replacement Well 9

*DWP costs, not included in project costs.

Overview



4 Sand Canyon Recharge

- New pipeline, pump station **not in construction costs**
- alternative, less expensive recharge options are also being explored
- Future permitting and infrastructure

5 Golf Course Irrigation

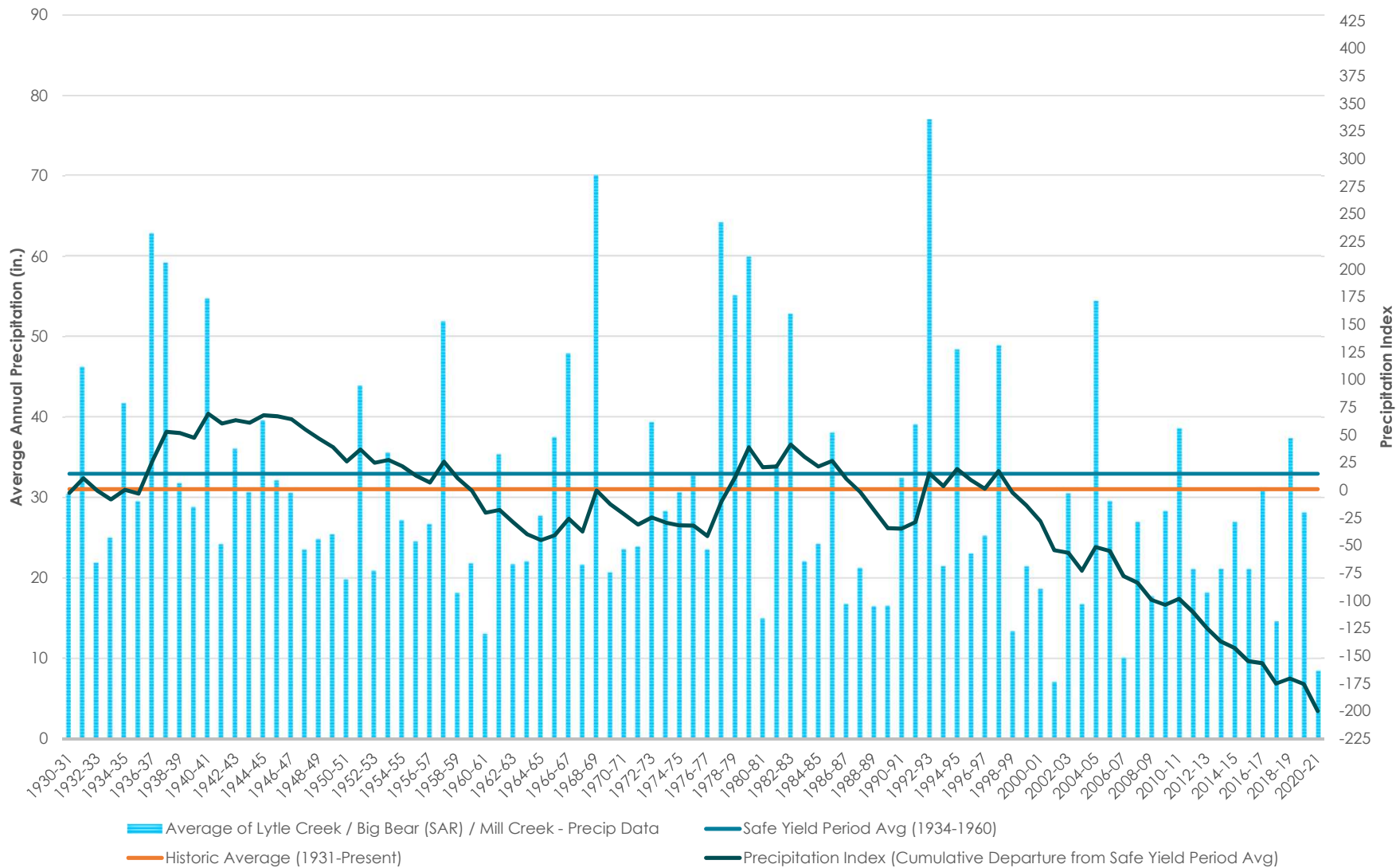
- 120 AF Recharge
- Irrigation water from lake instead of well

Improve Water Sustainability – Increase Water Supply

- In-lieu Groundwater recharge
 - 120 AF Golf Course water
 - 80 AF Shay Pond / Stickleback water
- Future opportunities
 - 380 AF Sand Canyon Recharge
 - DWP can access Lake to pump water to Sand Canyon (pipeline not included in current Project costs)
 - Delivered water will soak into groundwater basin
 - DWP can share this benefit with CSD through existing pipeline interconnect
 - Treating the water and keeping it in Big Bear creates opportunities for future beneficial reuse

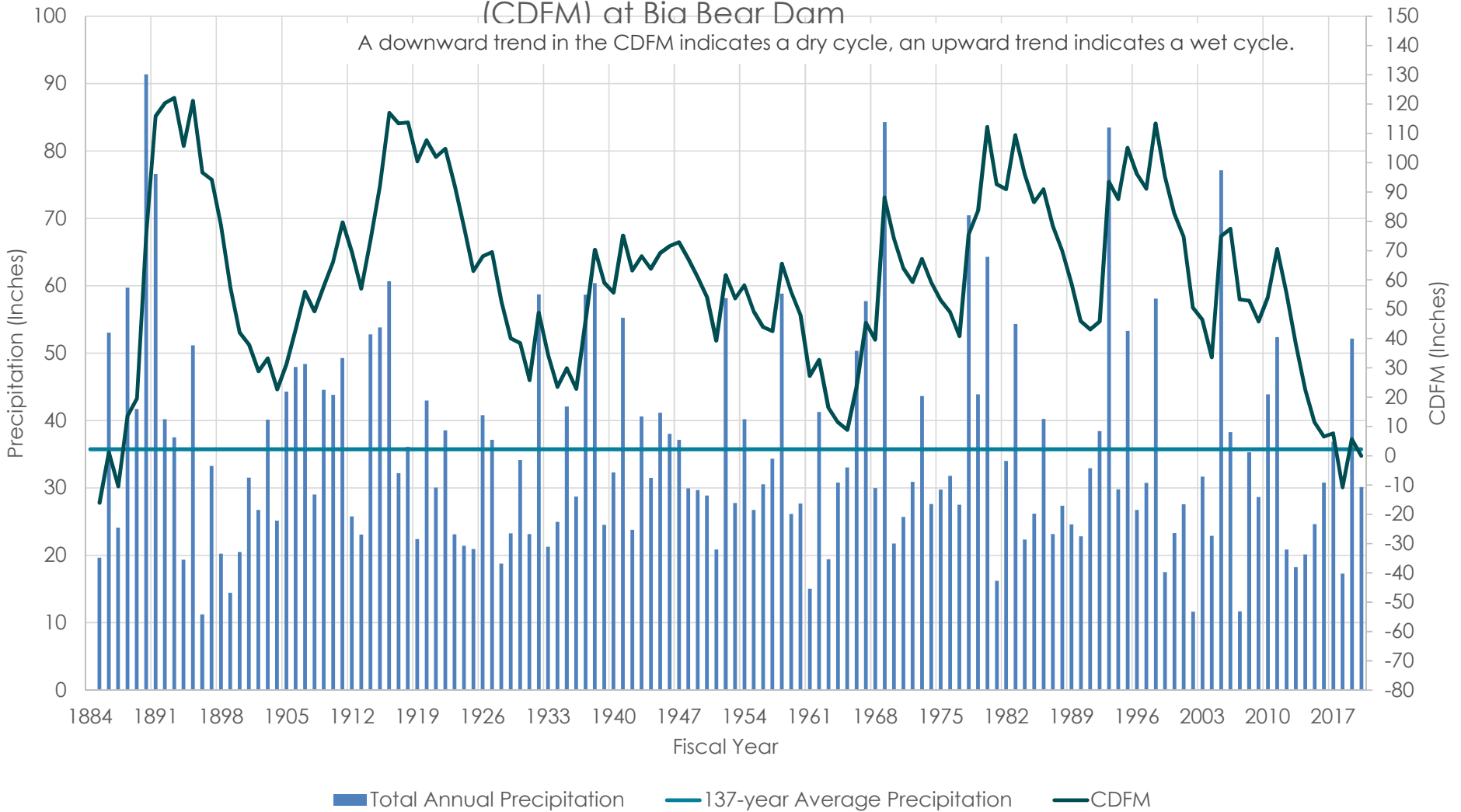


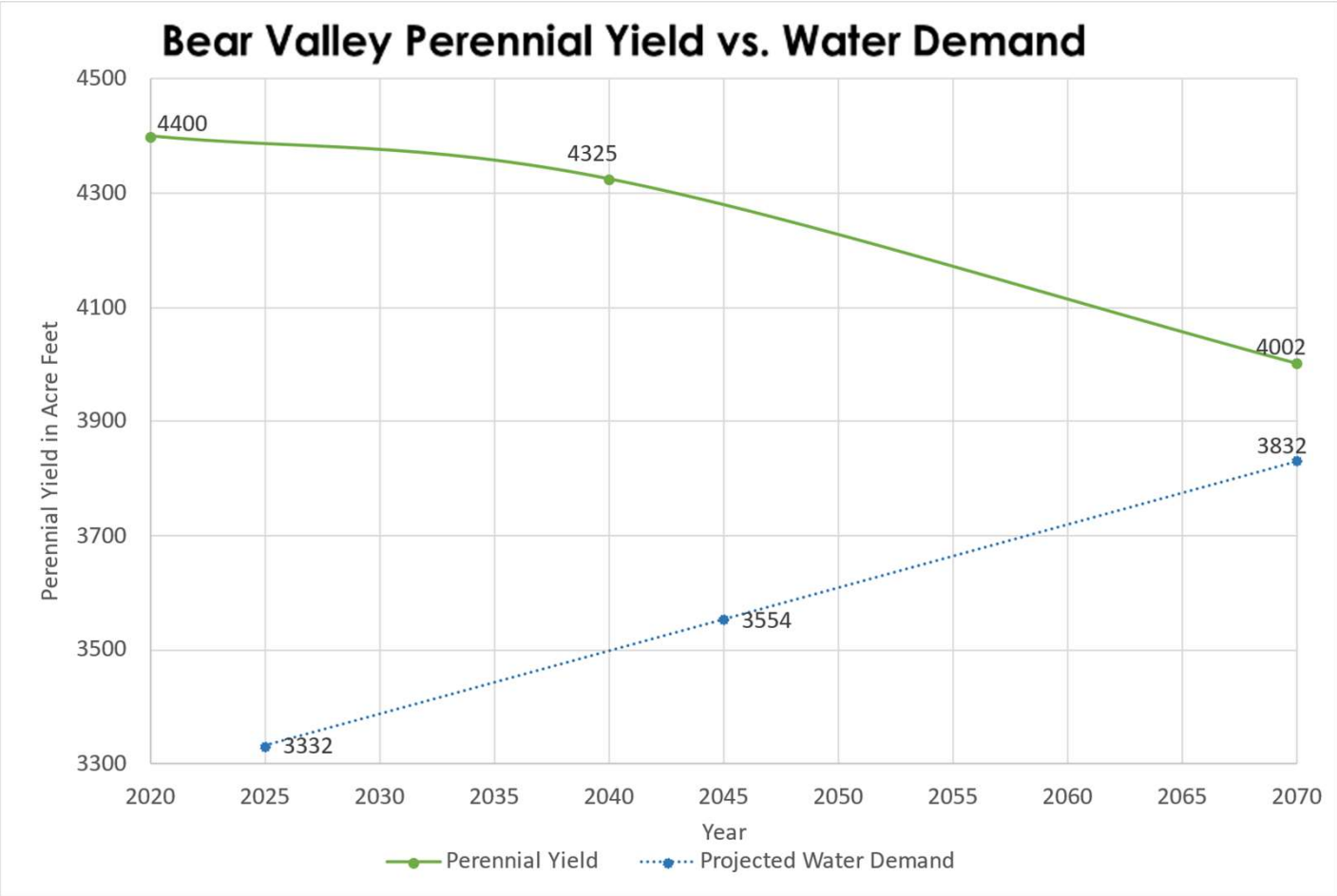
SAN BERNARDINO BASIN PRECIPITATION INDEX



Annual Precipitation and Cumulative Departure from Mean Precipitation (CDFM) at Bia Bear Dam

A downward trend in the CDFM indicates a dry cycle, an upward trend indicates a wet cycle.

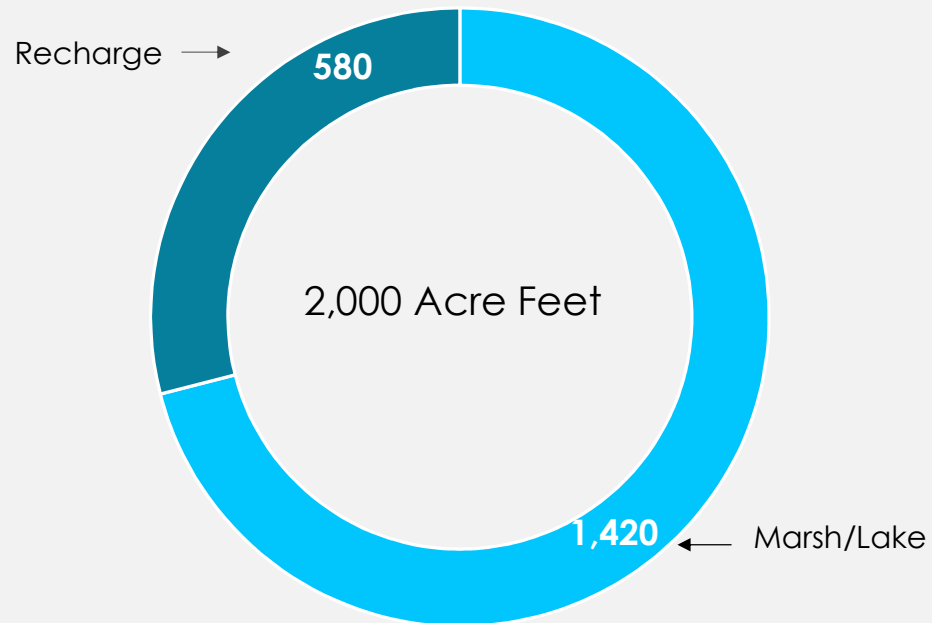




Overview

Annual Production of 2,000 Acre Feet or 650 million gallons of treated water

Annual Recharge 20% of Water Demand

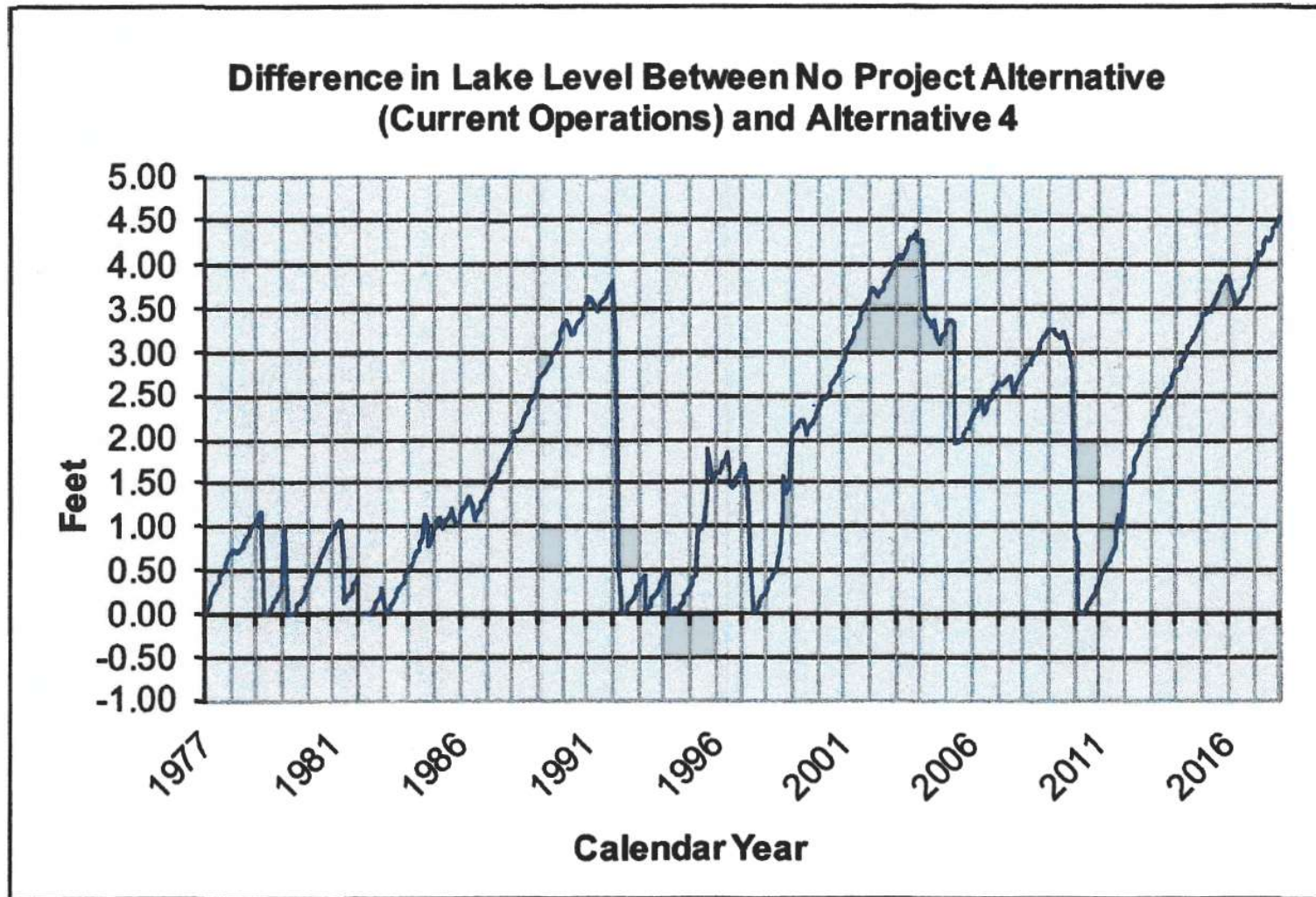


Increase Lake Levels – Lake Impact

- Lake Impact modeled based on 1,788 AF annual inflow applied to historical lake levels from 1977 - 2018
- The expected impact is
 - More stable lake levels with a long-term, average annual increase of 1.7 feet, and up to 4.5 feet during drought years.
 - Increase in lake usability – the lake is full more frequently

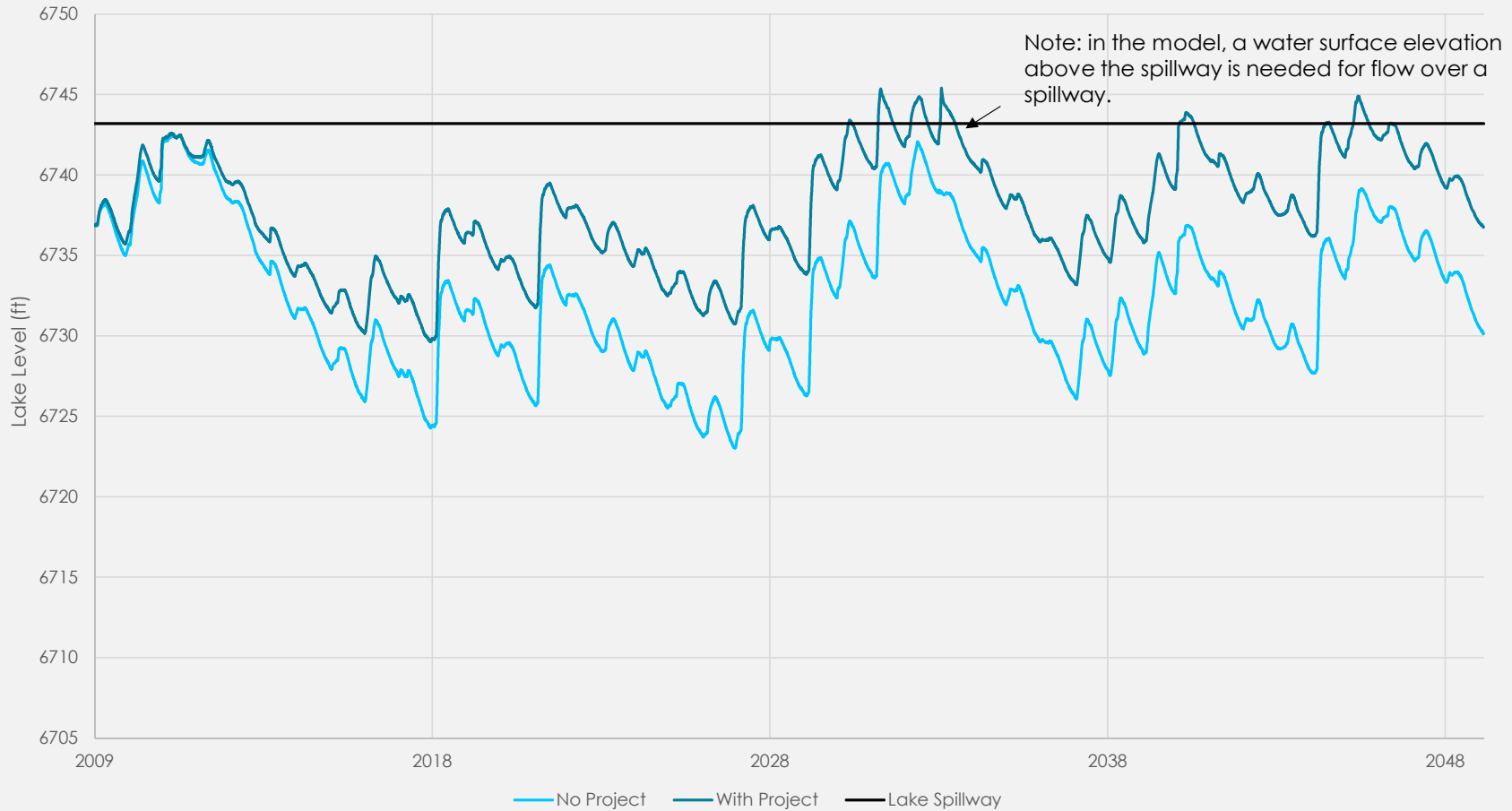


Lake Levels

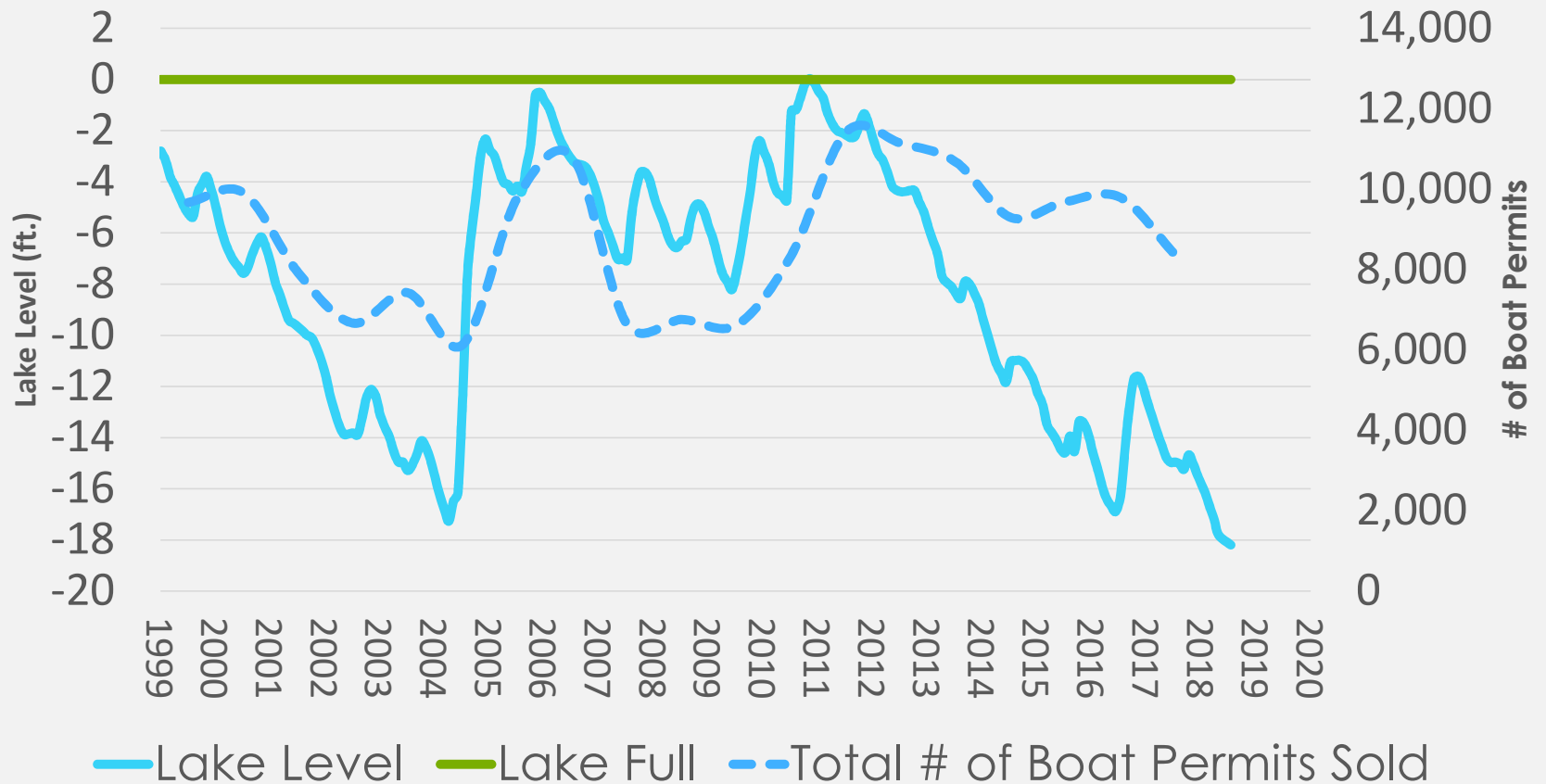


Lake Levels

Lake Model - Simulated Lake Level Under Average Scenario



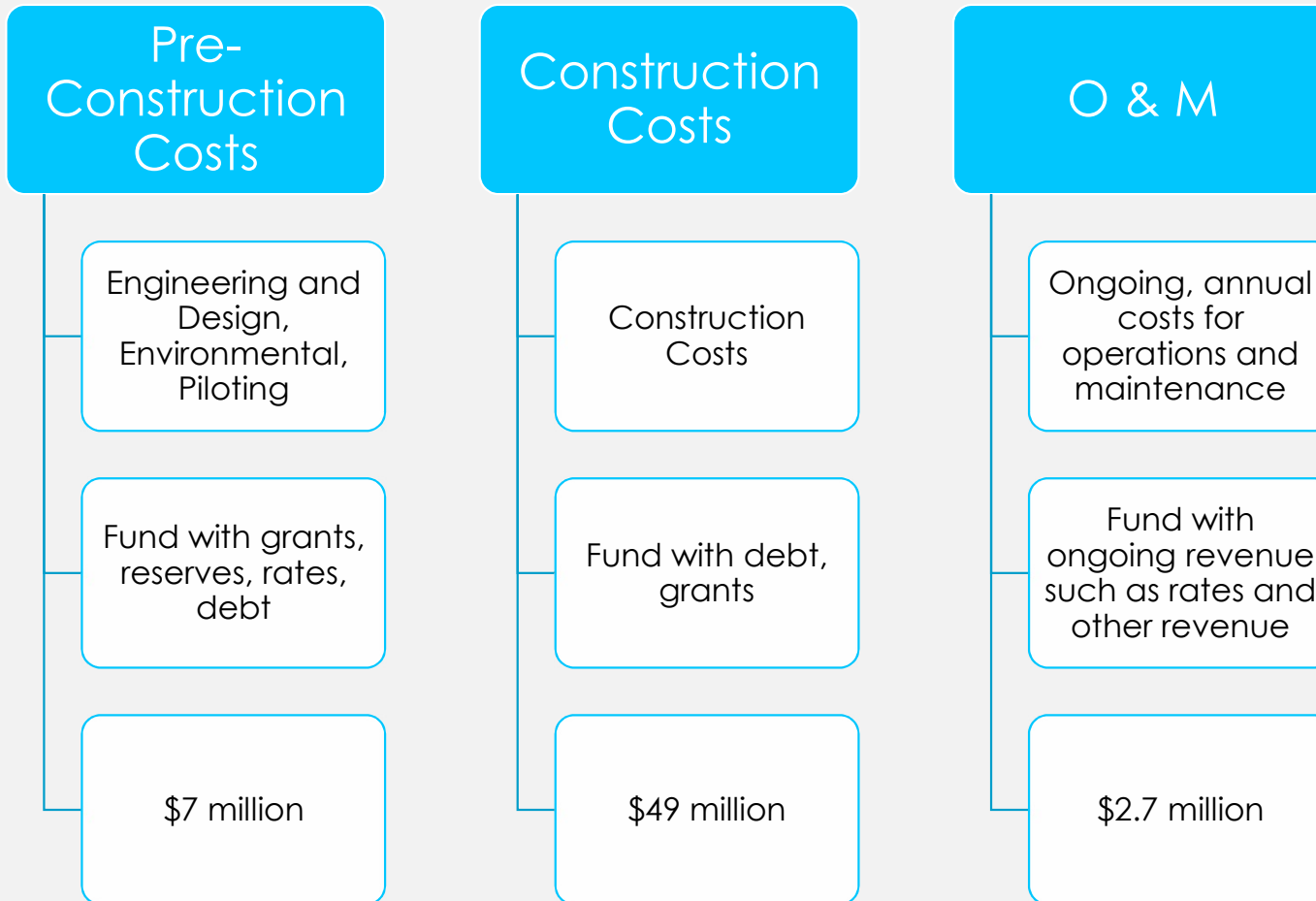
Lake Level Impacts Recreation and Economic Activity





Project Costs and Funding

Project Cost Estimate



Project Costs and Funding

Costs	\$
Preconstruction Costs	\$ 7,005,646
Construction Costs	<u>48,711,354</u>
Total Costs	\$55,717,000
Grant Funding	<u>(7,723,338)</u>
Net Costs after Grants	\$47,993,662
Debt Service 2.2%, 30 Years	\$2,217,276

Annual Revenue Requirements	\$
O&M	\$2,737,001
Debt Service	<u>2,217,276</u>
Total Annual Requirements	\$4,954,277

Rates and Funding

- **Balance of Funding – Equitable Allocation of Costs**

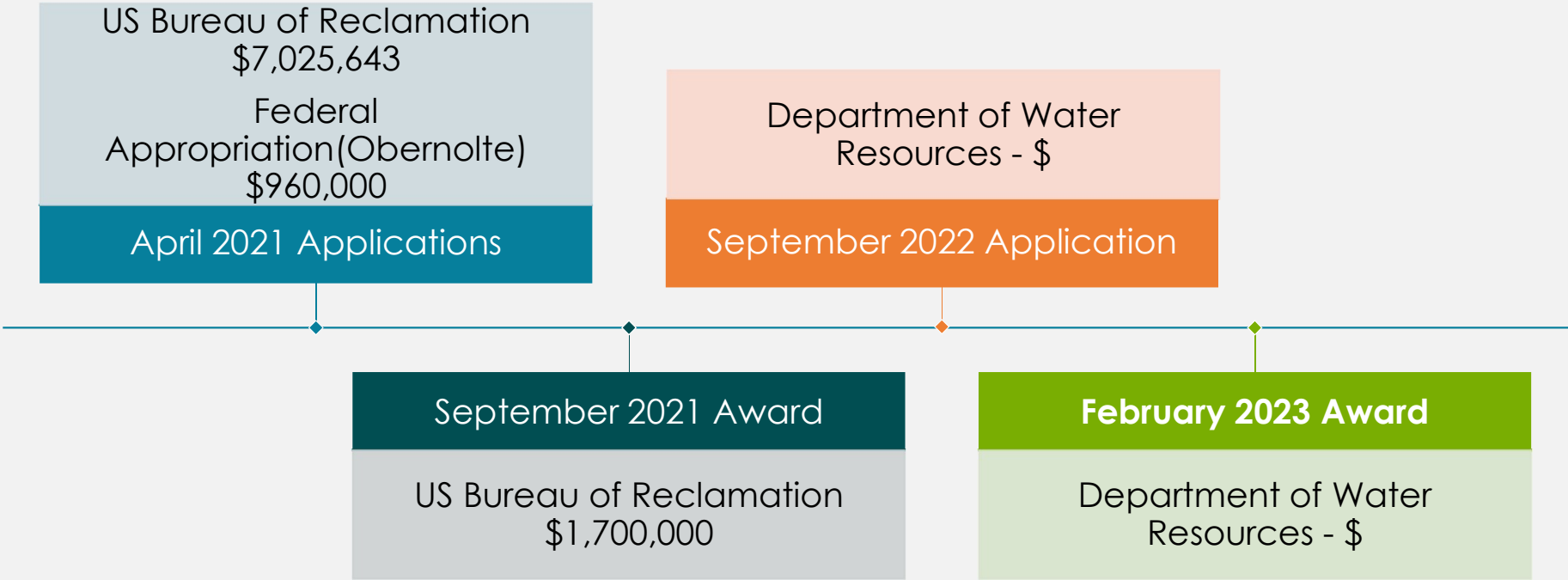
- Project creates specific and general benefits across our community, economy and environment
- BBARWA's funding goals are to:
 - pass through the costs of specific benefits to those beneficiaries
 - pass through the remaining costs to BBARWA's ratepayers
 - results in a lower, more equitable rate for BBARWA's ratepayers

- **Project Affordability**

- It is BBARWA's goal to secure grant funding to offset the costs of the project and to meet the objective of "affordability"

Other Funding – Grants and Low-Interest Loans

Grant Roadmap



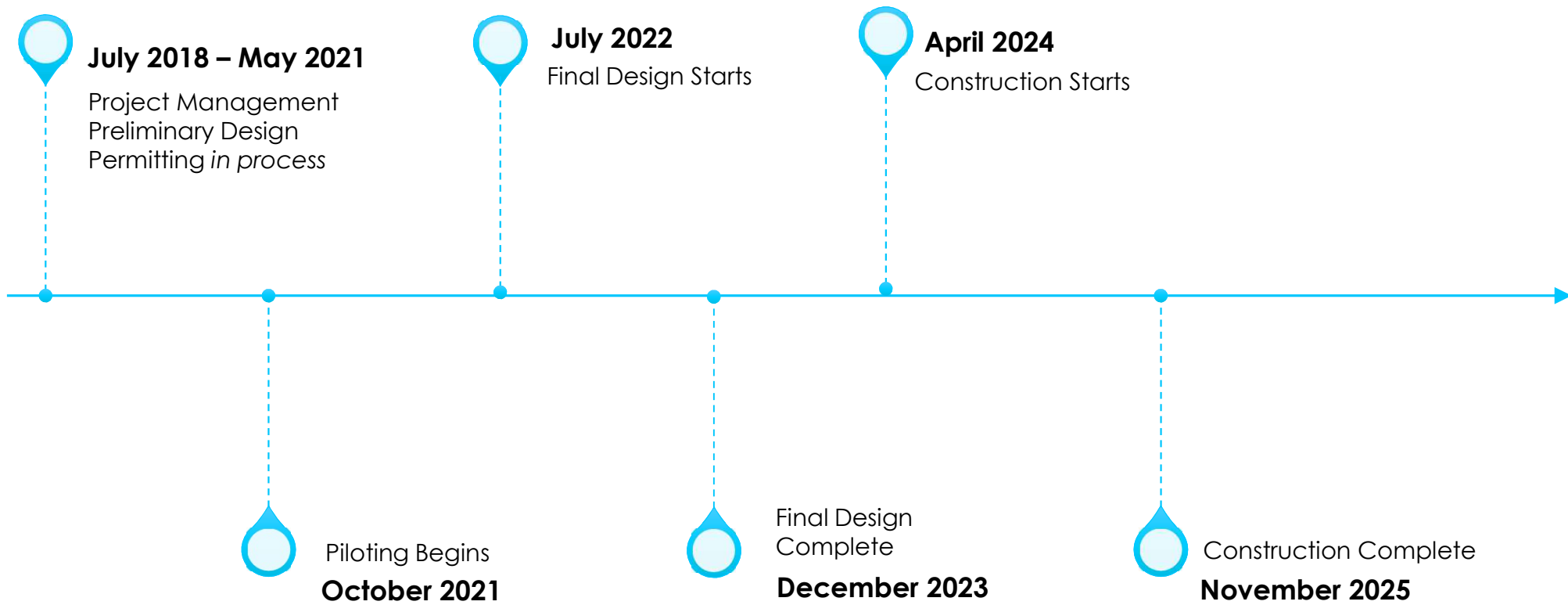
Benefits & Beneficiaries

Project	Beneficiaries	Potential Funding Source	Environment	Community	Economy
Increase Lake Levels	<ul style="list-style-type: none"> Fish and Wildlife Residents Visitors Environmental groups Lake front property owners Private Dock owners Boat owners People that fish Lake Recreators Marinas Commercial businesses Private home rentals Private home rental agencies General economy City of Big Bear Lake MWD Fishing Charters County of San Bernardino Fire Protection District DWP CSD San Bernardino Valley Water District Caltrans Sheriff's Department Ski Resorts Visitors Bureau Forest Service Big Bear Mutual Water Agency 	<ul style="list-style-type: none"> TOT Property Tax BBARWA Rates Special Assessment District CSD Rates DWP Rates User Fees TBID Ski Resort Fee 	<ul style="list-style-type: none"> Stabilized lake level reduces stress on habitat and species Creates opportunities for ecosystem restoration Allows more flushing of poor-quality water from lake Increased flexibility of Lake management strategies 	<ul style="list-style-type: none"> Stabilized lake level improves access and quality for recreation Preserves community asset and economic resource 	<ul style="list-style-type: none"> Supports property values Increases recreation and economic activity, and thus sales tax revenues and jobs

Benefits & Beneficiaries

Project	Beneficiaries	Potential Funding Source	Environment	Community	Economy
Improve Water Sustainability	General Public Residents Commercial businesses Fire Protection District Residents Visitors Contractors Developer Ski Resorts County of San Bernardino Fire Protection District DWP CSD	<ul style="list-style-type: none"> • TOT • Property Tax • BBARWA Rates • Special District • CSD Rates • DWP Rates • User Fees • TBID • Ski Resort Fee 		<ul style="list-style-type: none"> • Helps protect our investments in our community from long-term drought and improves fire protection • Helps us ensure the promise of clean drinking water for a thriving community 	<ul style="list-style-type: none"> • Improves resilience to long-term drought • Helps to maintain economic viability and value – property values, sales tax revenue and jobs

Current Project Timeline





Next Steps Project Funding

1. Project Benefit Memorandum of Understanding
 1. Lays the groundwork for co-operative funding
 2. Establishes the framework for the funding structure
2. Ongoing pursuit of grant opportunities to increase affordability



CITY OF **BIG BEAR LAKE** *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 3.3

ROTARY PARK IMPROVEMENTS

ACTION TO BE CONSIDERED

City Council will consider 3 resolutions authorizing significant improvements to Rotary Park. The proposed improvements will modernize this important lakefront amenity and enhance the aesthetic quality of the park.

RESOLUTION AWARDING CONTRACT FOR PARK LIGHTING IMPROVEMENTS

City Council will consider a formal resolution to award a contract to South Coast Lighting and Design, San Clemente, CA, in an amount up to \$56,246 for the purchase of new lighting for the park. The Council will consider three lighting design alternatives, and the lighting will also include the option for motion-sensor activation after certain hours. The FY 2021-22 adopted budget includes a total of \$85,000 for the proposed lighting improvements. New lighting would be installed in spring 2022.

RESOLUTION AWARDING CONTRACT FOR PARK FURNITURE REPLACEMENT

City Council will consider a formal resolution to award a contract to Belson Outdoors, Naperville, IL in the amount of to \$48,661 for the purchase of new park benches, picnic tables, and trash receptacles for Rotary Park. The new park furniture will replace the existing park furniture that honors various community members who contributed toward these park improvements, and the City will install an alternative, permanent recognition at the park to continue to honor these community members. The new park furniture, picnic tables, and trash receptacles are similar to the same features at Boulder Bay Park. The FY 2021-22 adopted budget includes a total of \$76,550 for this project. New park furniture, picnic tables, and trash receptacles would be installed in spring 2022.

RESOLUTION AUTHORIZING SOLICITATION OF CONSTRUCTION BIDS FOR NEW FENCING AT ROTARY PARK

City Council will consider a formal resolution authorizing City staff to solicit construction bids for new split rail fencing to be installed at Rotary Park. The new fencing would replace existing deteriorating telephone pole fencing. The FY 2021-22 adopted budget includes a total of \$60,000 for this project, and City staff will present a contract recommendation to the City Council later this winter. The new fence would be installed in spring 2022.

RECOMMENDED MOTION(S)

City Council should select the desired lighting design, and then make a motion to adopt the Resolution Awarding Contract for Park Lighting Improvements.

Motion to adopt the Resolution Awarding Contract for Park Furniture Replacement.

Motion to adopt the Resolution Authorizing Solicitation of Construction Bids for New Fencing at Rotary Park.

RESPONSIBLE STAFF Sean Sullivan, Director of Public Services
 Jared Cheek, Public Works Operations Manager

ADDITIONAL CITY MANAGER COMMENTS

None.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Sean Sullivan, Director of Public Services
Jared Cheek, Public Works Operations Manager

SUBJECT: Rotary Park Improvements

BACKGROUND

Rotary Park is located on the north side of Big Bear Boulevard, between Pine Knot Avenue and Bartlett Road. The park is approximately 0.75 acres in size and includes playground facilities, a public restroom, and a variety of benches, picnic tables, and other amenities. The approved FY 2021-22 City budget includes funding for improvements to several amenities for Rotary Park including the replacement of furnishings, the reconstruction of a perimeter fence on the site, and the addition of park lighting.

The City Council will consider three (3) formal resolutions related to the various improvements. First, the City Council is asked to select the desired lighting design, and consider a resolution authorizing a purchase order with South Coast Lighting and Design, San Clemente, CA, in an amount up to \$56,246 for the purchase of new lighting fixtures for the park. Next, the City Council will consider a resolution approving a purchase order with Belson Outdoors, Naperville, IL, for the purchase of new park benches, picnic tables, and trash receptacles in the amount of \$48,661. Finally, the City Council will consider a resolution authorizing the solicitation of bids for a new site fencing for the park. If approved, staff anticipates that all work will begin in spring 2022.

DISCUSSION

The approved FY 2021-22 City budget includes funding for several improvements to Rotary Park. The efforts are focused on replacing park furnishings, reconstructing the existing site fencing, and installing park lighting.

Lighting

Presently, the only lighting serving Rotary Park is wall mounted lighting on the restroom building. The FY 2021-22 City budget contemplates the addition of lighting to this area to improve public safety and dissuade illegal activity. Furthermore, the addition of lighting would make the park more inviting and expand recreational usage and opportunity.

Staff has worked with South Coast Lighting and Design, a lighting services provider and representative of most major lighting brands, to review our lighting needs. South Coast has provided three (3) options for styles of fixtures that would be appropriate for use in the park. The

lighting options provided recommend either eleven (11) light fixtures or twelve (12) light fixtures, dependent upon the selected fixture, to be installed within the park to provide optimal levels of lighting for park use and public safety. It is important to note that all proposed fixtures and layouts are fully compliant with the International Dark-Sky Association standards for dark-sky lighting. The basic tenants of dark-sky compliant lighting are that the lights only be on when needed and only light the area needed. The lights should be fully shielded and pointed downward and should be no brighter than necessary. All the proposed options include motion sensors and a full-scale of controls to enable staff to control lighting to minimize its use to the extent practical.

The proposed lighting fixtures include a lantern style known as the Classic, a simple rectangular fixture known as the TRAC, and a mission style light as seen in The Village and surrounding parking lots, known as the Big Bear Assembly. Images of each fixture are available as attachments to this report. The proposed placement of lights and overall lighting impact is generally consistent regardless of the selected fixture. The below pricing is all encompassing for the materials for eleven (11) light fixtures, poles, and all appurtenant materials including motion sensors.

Fixture Style	Qty. of Fixtures	Materials Price
Classic	11	\$ 23,705
TRAC	11	\$ 31,884
Big Bear Assembly	12	\$ 56,246

Staff is seeking the City Council’s selection of the desired light fixture and style, and authorization to execute a purchase order for the lighting fixtures. At present time, the anticipated lead time for the delivery of any of the lights is approximately five (5) months. Staff is also developing the construction plans for the installation of the lights, and these services will be awarded separately in spring 2022.

Furnishings

The existing picnic tables, benches and trash receptacles are made of concrete and were installed in 1992. Over the years, the benches have been damaged and repaired multiple times and they have come to the end of their useful life. Staff is proposing to replace the existing furnishings with new, black iron furnishings that are the same as those presently installed at Boulder Bay Park. Staff believes that by utilizing the same fixtures across the park spaces that they will become a standard, which will promote aesthetics as well as ease of maintenance and repair.

Staff has received a proposal from Belson Outdoors, who supplied the same furnishings for Boulder Bay Park. The proposal includes twenty-five (25) benches, four (4) picnic tables, two of which are ADA accessible, and twelve (12) trash receptacles. The cost for these furnishings will be \$48,661. Staff estimates that the materials would be delivered within approximately sixty (60) days and staff will begin installing them in the spring, as weather conditions allow.

It is important to note that many of the existing park furnishings were sponsored by members of the Rotary Club. The names of donors have been added to certain benches and tables that are up to be replaced. Staff is working with representatives of the Rotary Club to ensure that the names of donors are properly retained and displayed within the park through a plaque or other monument.

Fence

Funding is also included in the FY 2021-22 City budget for the replacement of the perimeter fence at Rotary Park. The existing fence is a low-lying fence that is made of a telephone pole and does not provide the typical functionality of a perimeter fence. Staff is proposing to remove the existing

and replace it with a wooden round-rail fence, consistent with what has been used on other park and trail applications within the City. The proposed fence would be approximately 600' in length and would surround the park on both the west and east side.

Staff has prepared bid documents to proceed with a public bid process for the installation of the fence and is seeking authorization to proceed with the bid solicitation. The designated budget for the fencing improvements is \$60,000. Staff anticipates the issuance of an installation contract to occur in spring 2022.

FISCAL IMPACT

Funding for these initiatives is included in the approved FY 2021-22 City budget in the amount of \$221,550, all from Measure Y. The funding allocation includes \$76,550 for the furnishings, \$85,000 for the lighting, and \$60,000 for the fencing.

ENVIRONMENTAL CONSIDERATIONS

These improvements are categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.C as minor alterations to existing facilities.

ATTACHMENTS

1. Resolution No. 2021-XX
2. Resolution No. 2021-XX
3. Resolution No. 2021-XX
4. Proposed Lighting Options
5. Proposed Furniture Items
6. Proposed Fence Concept
7. CEQA Notice of Exemption

ATTACHMENT 1

Resolution
Awarding
Contract for
Rotary Park
Lighting
Improvements



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AWARDING CONTRACT FOR
ROTARY PARK LIGHTING IMPROVEMENTS**

WHEREAS, Rotary Park is located on the north side of Big Bear Boulevard between Pine Knot Avenue and Bartlett Road, was constructed in 1992, and includes a number of amenities including furnishings such as benches and picnic tables, a public restroom, and a playground; and

WHEREAS, funding is included in the approved FY 2021-22 City budget in the amount of \$221,550 to replace the existing furnishings, reconstruct an existing perimeter fence, and add park lighting; and

WHEREAS, the park currently lacks park lighting as the only lighting is ambient lighting from the restroom building; and

WHEREAS, the addition of lighting to the park will promote public safety and park usage; and

WHEREAS, staff has proposed three (3) lighting options for consideration, all of which are compliant with International Dark-Sky Association Standards; and

WHEREAS, City Council is asked to approve the a contract award for the procurement of the lighting materials upon selection of the desired fixture by the City Council; and

WHEREAS, staff will finalize the plans and specifications for the installation of the lighting improvements, and enter into a separate contract for the installation prior to spring 2022; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The City Manager is authorized to issue a purchase order to South Coast Lighting and Design, San Clemente, CA, for the selected lighting materials in an amount up to \$56,246, dependent upon the selected fixture.
2. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301.C as minor alterations to existing facilities.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 2

Resolution
Awarding
Contract for
Rotary Park
Furniture
Replacement



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AWARDING CONTRACT FOR
ROTARY PARK FURNITURE REPLACEMENT**

WHEREAS, Rotary Park is located on the north side of Big Bear Boulevard between Pine Knot Avenue and Bartlett Road, was constructed in 1992, and includes a number of amenities including furnishings such as benches and picnic tables, a public restroom, and a playground; and

WHEREAS, funding is included in the approved FY 2021-22 City budget in the amount of \$221,550 to replace the existing furnishings, reconstruct an existing perimeter fence, and add park lighting; and

WHEREAS, the existing picnic tables, benches, and trash receptacles are made of concrete and were installed around the time the park was constructed in 1992; and

WHEREAS, the furnishings have been repaired multiple times and are nearing the end of their useful life; and

WHEREAS, staff is proposing to replace the concrete furnishings with black metal furnishings, consistent with what is currently installed in Boulder Bay Park to create an aesthetic standard that will also provide for ease of maintenance; and

WHEREAS, staff has received a proposal from Belson Outdoors, Naperville, IL, who is the sole provider of these specific furnishings, to include twenty-five (25) benches, four (4) picnic tables, and twelve (12) trash receptacles for a total price of \$48,661; and

WHEREAS, staff anticipates receiving these items within approximately sixty (60) days of placing the order and will coordinate the installation of these furnishings, using City forces, beginning in spring 2022, as weather allows; and

WHEREAS, the existing park furnishings are adorned with the names of the original donors who assisted in the fundraising for the park development and staff is working with the Rotary Club to develop a permanent recognition for those individuals as the furnishings are replaced.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Manager is authorized to execute a purchase order with Belson Outdoors, Naperville, IL, for the above described park furnishings for Rotary Park in the amount of \$48,661.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 3

Resolution
Authorizing
Solicitation of
Constructions
Bids for New
Fencing at Rotary
Park



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AUTHORIZING SOLICITATION OF
CONSTRUCTION BIDS FOR NEW FENCING AT
ROTARY PARK**

WHEREAS, Rotary Park is located on the north side of Big Bear Boulevard between Pine Knot Avenue and Bartlett Road, was constructed in 1992, and includes a number of amenities including furnishings such as benches and picnic tables, a public restroom, and a playground; and

WHEREAS, funding is included in the approved FY 2021-22 City budget in the amount of \$221,550 to replace the existing furnishings, reconstruct an existing perimeter fence, and add park lighting; and

WHEREAS, the existing fence is a low-lying fence constructed of telephone poles that does not provide the functionality of a typical perimeter fence; and

WHEREAS, staff is proposing to replace the existing fence with a wooden round-rail fence, consistent with what has been used in other park and trail applications within the City; and

WHEREAS, the proposed fence design includes approximately 600 linear feet to surround the park on both the west and the east sides of the park; and

WHEREAS, staff has prepared plans and specifications for the proposed fence improvements and is prepared to proceed with a bid solicitation for this project; and

WHEREAS, staff will seek City Council approval for the issuance of the construction contract in spring 2022; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that staff is authorized to proceed with a bid solicitation for the replacement of the Rotary Park fence, and that this project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301.C as minor alterations to existing facilities.

PASSED, APPROVED AND ADOPTED this 1st day of November, 2021.

Rick Herrick, Mayor

ATTEST:

Erica Stephenson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Erica Stephenson, City Clerk of the City of Big Bear Lake, California, do hereby certify that the whole number of the City Council of the said City is five; that the foregoing resolution, being Resolution No. 2021-XX was duly passed and adopted by the said City Council and attested by the City Clerk of said City, all at a regular meeting of the said City held on the 1st day of November, 2021 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Erica Stephenson, City Clerk

ATTACHMENT 4

Rotary Park Lighting Options

Rotary Park Lighting Options



Classic Style



TRAC Style



Big Bear Assembly
Currently In Use in and
around The Village

ATTACHMENT 5

Proposed Rotary Park Furniture

PROPOSED ROTARY PARK FURNITURE



Picnic Table



ADA Accessible Picnic Table



Bench



Trash Receptacle

ATTACHMENT 6

Proposed Fence Improvements

Proposed Fence Improvements



Proposed Wooden Round Rail Fence



Existing Telephone Pole Fence

ATTACHMENT 7

CEQA Notice of Exemption

CEQA NOTICE OF EXEMPTION

TO: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

FROM: Engineering Division
City of Big Bear Lake
P. O. Box 10000
Big Bear Lake, CA 92315

Project Title:

Rotary Park Improvements

Project Location - Specific:

APN: 0307-111-36 and 0307-111-11

Description of Project:

This project involves the replacement of existing park furnishings including benches, picnic tables, and trash receptacles, the replacement of existing park perimeter fencing, and the addition of park lighting.

Name of Public Agency Approving Project:

City of Big Bear Lake, City Council

Exempt Status: (check one) (State type and section number)

XX Categorical Exemption. Section: 15301.C

Reasons why project is exempt:

These repairs are categorically exempt from the California Environmental Quality Act (CEQA) under section 15301.C as minor alterations to existing facilities.

Lead Agency or Contact Person:

Sean Sullivan
Director of Public Services

Area Code/Telephone/Extension

(909) 866-5831 ext. 113

Date: November 1, 2021

Signature:

Sean Sullivan, Director of Public Services



CITY OF **BIG BEAR LAKE** *California*

MEETING DATE: November 1, 2021

TO: Honorable Mayor Herrick and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments – Item 3.4

RESOLUTION AMENDING CITY COUNCIL RULES OF ORDER

ACTION TO BE CONSIDERED

City Council will consider a formal resolution amending various provisions in the Rules of Order. A total of 9 different potential amendments are presented for Council discussion and consideration, and Council will select specific policy language from the options presented, suggest alternative policy language as desired, or simply refrain from adopting a policy for said topic.

“IN GOD WE TRUST” MOTTO

The proposed provision would formalize the inclusion of the “In God We Trust” motto under the City seal in Hofert Hall, and would demonstrate the City’s recognition of “In God We Trust” as our national motto and as a symbol of patriotism in furtherance of the City’s commitment to national unity.

MEETING SCHEDULE

The proposed provision would simply make the Rules of Order consistent with Council’s recent action to dedicate the second regular meeting of each month to in-depth Council discussion of significant issues and initiatives in more of a workshop format.

CODE OF CONDUCT

The proposed provision promotes courtesy, respect, civility, and professionalism by City Council members during the conduct of official City business.

DISCUSSION TIME LIMITS

The proposed provision encourages Council members to limit comments on specific items to two comments per item, limit comments to approximately 5 minutes, and limit comments to the matter, item, or motion currently being considered by the City Council.

PLACING ITEMS ON THE MEETING AGENDA

The Council will consider retaining the existing provision that allows any Council member to add an item to a future meeting agenda, OR amending the existing provision by requiring concurrence by one additional Council member in order to add an item to a future meeting agenda.

WRITTEN PUBLIC COMMUNICATIONS

The proposed provision encourages members of the public to submit written or email communications to the City Clerk no later than 10 hours prior to the start of the meeting. The

proposed provision is intended to ensure receipt by all Council members and allow for thoughtful consideration of the comments prior to consideration of the specific agenda item.

VIDEO PUBLIC COMMUNICATIONS

Council will consider establishing a new provision that allows for real-time video public communications via Zoom or similar platform, with a 2-minute limit, OR whereby members of the public may record a 2-minute or shorter video of their public communications, forward to the City Clerk no later than 10 hours prior to the start of the meeting, and the comments will then be presented to City Council during either the general public communications item or during consideration of the specific agenda item. For either option, the total time allotted for general video public communications would be no more than 20 cumulative minutes, and the total time allotted for video public communications for specific agenda items would be limited to no more than 10 cumulative minutes per item. All video public communications would be presented in the order requested or received.

MAYOR/MAYOR PRO TEM SERVICE REQUIREMENTS

Council will consider retaining the existing provision whereby all Council members are eligible to serve as Mayor or Mayor Pro Tem, regardless of service time on the Council, OR amending the existing provision by requiring a minimum of 1 year of service on the Council to serve as Mayor Pro Tem, and a minimum of 1 year of service on the Council and 1 year as Mayor Pro Tem to serve as Mayor.

USE OF ELECTRONIC COMMUNICATION DEVICES DURING COUNCIL MEETINGS

The proposed provision discourages the use of personal electronic communication devices during Council meetings, in order to ensure attentiveness to the Council's business at hand, prevent the perception of a Brown Act violation, ensure the integrity of quasi-judicial proceedings, and prevent the perception that other unknown parties are influencing Council decisions during the meeting.

RECOMMENDED MOTION(S)

City Council should make a separate motion for each of the 9 potential amendments, and then a final motion to incorporate all of the approved provisions into the attached Resolution Amending City Council Rules of Order.

RESPONSIBLE STAFF

Erica Stephenson, City Clerk / Director of Human Resources

ADDITIONAL CITY MANAGER COMMENTS

Each of the 9 policy provisions included as part of this agenda item were suggested by at least 1 member of the City Council during individual discussions with the City Manager over the last 6 months, and thus have been included for discussion by the full City Council on November 1. As noted above, City Council may select specific policy language from the options presented, suggest alternative policy language as desired, or simply refrain from adopting a policy for said topic.



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

THROUGH: Frank A. Rush, Jr., City Manager

FROM: Erica Stephenson, City Clerk / Director of Human Resources

SUBJECT: Resolution Amending City Council Rules of Order

BACKGROUND

Per the City's Municipal Code, the City Council's Rules of Order document establishes various Council policies and meeting procedures, and shall be adopted by resolution and amended from time to time as needed. The Rules of Order is adopted to assist the City Council by documenting acceptable practices and procedures for the effective conduct of City business. Through the City Council, staff, and public's adherence to the Rules of Order, these practices promote the efficient and effective administration of City business. The City Council's Rules of Order were recently reviewed and amended by the City Council in October 2020, and in January, March, April, May, and September 2021.

DISCUSSION

Over the past few months, several Councilmembers have made various requests to make revisions and/or include new sections in the City Council's Rules of Order. Per those requests, the following is a listing of 9 different potential amendments that staff has prepared for Council discussion, input / revisions, and possible adoption. Council is encouraged to discuss these items and determine which provisions to include in the attached resolution amending the Rules of Order.

1. "IN GOD WE TRUST" Motto:

The phrase, "In God We Trust" has long been a part of America's history and in 1956 the saying was approved by President Eisenhower to become our country's national motto. In the years before and after "In God We Trust" officially became the national motto, it appeared on America's currency, stamps, and in government buildings at all levels of government, including prominent display in the U.S. House of Representatives. It has also appeared on some state flags, been incorporated into state symbols, and is used by a few states as their official motto. In addition, many cities across our nation have adopted a policy to display "In God We Trust" in their Council chambers as a symbol of national patriotism.

Council should consider directing staff to display the phrase "In God We Trust" below the City Seal located behind the Council dais in Hofert Hall and approving the corresponding suggested addition to the Rules of Order, Section 7 - Miscellaneous, which would read as follows:

(h.) “In God We Trust” Motto

America’s national motto, “In God We Trust”, will be displayed under the City seal in the Council’s meeting chambers as a symbol of the City of Big Bear Lake’s national patriotism.

2. Meeting Schedule:

On October 4, 2021 the City Council adopted the 2022 Meeting Calendar. The approved meeting schedule included regular City Council meetings being held on the first and third Monday of each month except when there are holiday conflicts. The calendar also indicated that when the Council holds a second monthly meeting the Agenda would include an opportunity for Council to participate in focused discussions related to significant City issues and initiatives and other important time-sensitive topics. Staff is proposing that we memorialize this meeting practice by updating section 1(a) of the Rules of Order to read:

(a.) Regular Meetings

Regular meetings of the Council shall be held in accordance with the schedule outlined in the Municipal Code and the adopted regular meeting calendar. All Regular Meetings shall adjourn by 10:00 pm unless a majority of the City Council votes to continue the meeting past the fixed time of adjournment. Any motion to extend the meeting beyond 10:00 pm shall include a list of specific Agenda items to be considered and shall specify in which order these items shall be handled. Any Agenda items not considered prior to 10:00 pm and not included in a motion to extend the meeting shall automatically be continued for consideration at the next regularly scheduled City Council meeting.

The annually approved meeting schedule will include regular City Council meetings held on the first and third Monday of each month except when there are City observed holiday conflicts or other holiday related scheduling considerations. When the Meeting Calendar allows for Council to hold a second regular monthly meeting, that Agenda will be tailored specifically for Council to participate in focused discussions related to significant City issues, initiatives, and other important time-sensitive topics, in more of a workshop format.

All Regular Meetings of the City Council will be broadcast live on a local cable channel and on the City’s website, except in rare instances when unforeseen scheduling or technical issues may arise.

3. Code of Conduct:

The Code of Conduct is meant to establish guiding principles for appropriate conduct and behavior and set forth the expectations of all Council members. Council has the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of local government and its effective and fair operation. Currently, the Rules of Order contains section 2(e) Decorum, Section (1) Council. Staff is proposing that section 2(e) be retitled Code of Conduct and be revised to include the following new paragraph:

(e.) Code of Conduct

(1). Council

Council members value and recognize the importance of the trust vested in them by the public to accomplish the business of the City. All Council members shall accord the utmost courtesy and professionalism toward each other, the City employees, and to the public appearing before Council. Members of the City Council must preserve order and decorum during the conduct of official City business. At all times, Council members in the minority on an issue shall respect the decision and authority of the majority. No Council member shall intentionally delay Council proceedings by lengthy conversation or otherwise, interrupt the peaceful and efficient conduct of the meeting in anyway, nor disturb any other member while speaking, nor refuse to obey the orders of the Presiding Officer, except as otherwise herein provided.

4. Discussion Time Limits:

It is in the best interest of the public that City Council members are transparent and efficient when conducting the City's formal business. When Council meetings last several hours and are held late into the evening, the public may become tired or disinterested and no longer be able to participate in the City's meeting proceedings. In addition, the Council and staff can also become fatigued and may be unable to effectively participate in the proceedings due to the late hour. Therefore, Council is encouraged to be mindful to keep their comments and questions concise and to remain on topic while engaging in Council discussion. Therefore, staff has prepared the following suggested addition to the Rules of Order Section 2(e)(1), inserting a new section (i), which would read as follows:

(e.) Code of Conduct

(1). Council

i.) Council Discussion Time Limits

Council members will govern themselves as to the length of their comments. Council members are encouraged to limit comments to the matter, item, or motion currently being considered. Council members are encouraged to limit themselves to speaking only twice on any agenda item. As a courtesy, the Presiding Officer will signal by hand to a Council member who has been speaking for over five minutes. The intent of the hand signal is a courtesy to let the Council member know they have been speaking for about five minutes and may want to consider wrapping up their comments. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council members in their efforts to communicate concisely.

5. Placing Items on the Meeting Agenda:

Per the current Rules of Order, any Council member may request to place an item on an upcoming City Council meeting agenda. Placing an item on the Agenda typically requires a considerable

amount of time by staff and the Council, and it has been suggested that more than one Council member should have an interest in including an item on an upcoming Agenda. Therefore, staff has prepared the proposed language accordingly to revise Rules of Order Section 2(1)(3), to read as follows:

(l). Council Business

(3). Council Agenda Item Requests

Any City Council member, with the concurrence of one additional Council member, may request to place an item on an upcoming City Council meeting agenda, providing the City Manager with at least 30 days' notice in order to provide ample time for staff preparation. Such requests may be made during "Council Member Board / Committee Reports & Comments" in a City Council meeting, or may be made directly to the City Manager at any other time. The City Manager may also place items on the City Council meeting agenda as necessary in his / her judgement to further ongoing City initiatives, meet Federal / State / other requirements, address perceived community needs and to take advantage of beneficial opportunities.

6. Written Public Communications:

Community members and stakeholders are able to submit written public comment to the City Council regarding any Agenda item and/or any topic that is within the subject matter jurisdiction of the City. When these comments are related to an upcoming Council meeting, staff promptly forwards the written comments to the City Council for their review prior to the City Council meeting. During the past year, staff has noticed an increase of public comments being submitted to the City Clerk very close to the start of the City Council meeting. When these written public comments are received within a few hours of the beginning of the meeting, the City Council may not have an adequate amount of time to review and consider the public's comments. In order to formalize the written public comment process and allow the Council more time to review these important public comments prior to their meetings, staff has prepared the following suggested Rules of Order section for Council's consideration:

(d.) Addressing the City Council

(4.) Written Public Communications

Members of the public may submit written or email communications to the City Council at any time prior to or during the City Council meeting, and all Council members will make every effort to read and consider such communications prior to consideration of the specific agenda item. However, in order to ensure receipt by Council members and allow for thoughtful consideration of the comments, members of the public are encouraged to submit written or email communications no later than 10 hours prior to the start of the meeting.

7. Video Public Communications:

During the COVID-19 pandemic, many governing bodies have allowed for live public

participation in their meeting via the use of Zoom or a similar virtual meeting platform. On a few occasions, the City of Big Bear Lake has also utilized Zoom to conduct public meetings. Due to unforeseen technical issues and our limited staffing availability, many of these meetings were subject to disruption resulting from technical malfunctions, equipment failure, public display of questionable/graphic images (known as “Zoom Bombing”) during the meeting, and/or a participant making vulgar, uncensored comments prior to staff being able to mute their microphone feature. Also, we experienced lengthy public comments, and it was cumbersome for the staff to effectively notify each speaker of their time to speak and try to professionally end their comment period when they had exceeded their allotted speaking time.

Many governmental agencies are noticing that by allowing unlimited virtual public comment there is the potential to drag out the public comment period well beyond a rational length of time which may inhibit the Council’s ability to effectively conduct the City’s business within a reasonable timeframe. In addition to some of the concerns addressed above, there are other important questions that would need to be further addressed, including the reliability of video technology, staff expertise (or lack thereof) to troubleshoot technology issues, the public’s perception if the technology fails, and potentially the validity of Council actions.

In an effort to honor the spirit and intent of allowing live virtual public comment and taking into consideration that the Council does not answer questions and/or engage in an active discussion with the public during public comment, staff has prepared the following two options for Council to consider:

OPTION 1, which incorporates Zoom or a similar platform:

(d.) Addressing the City Council

(5.) Video Public Communications

Members of the public may provide real-time video communications to the City Council via Zoom or a similar platform. Video communications provided during general public communications shall be limited to 2 minutes per speaker, and limited to 20 cumulative minutes. Video communications provided during consideration of a specific agenda item shall also be limited to 2 minutes per speaker, and shall be limited to 10 cumulative minutes for each specific agenda item. All video communications shall be presented in the order requested to the City Clerk.

OR

OPTION 2, which allows for submission of a pre-recorded video communication:

(d.) Addressing the City Council

(5.) Video Public Communications

Members of the public may provide a pre-recorded video containing their public communications to the City Council for playback during the City Council meeting. Pre-recorded public communications videos must be submitted to the

City Clerk no later than 10 hours prior to the start of the meeting. Pre-recorded video communications provided for general public communications shall be limited to 2 minutes per speaker, and limited to 20 cumulative minutes. Pre-recorded video communications provided during consideration of a specific agenda item shall also be limited to 2 minutes per speaker, and shall be limited to 10 cumulative minutes for each specific agenda item. All pre-recorded video communications shall be presented in the order received by the City Clerk. The City Clerk shall disqualify any pre-recorded videos that contain foul language, inappropriate images, or other discriminatory content.

Council may choose to implement one of these two options, or neither.

8. Mayor/Mayor Pro Tem Service Requirements:

Over the last year, the Council has made a few updates to the Mayor/Mayor Pro Tem selection process. The current Rules of Order indicate that there are no prior City Council service requirements needed for a Council member to be appointed to serve as the Mayor or Mayor Pro Tem. A prior adopted version of the Rules of Order included Council service requirements, and staff has received feedback that Council may now wish to revise the current Rules of Order and re-establish the prior service criteria. If Council would like to re-establish the prior City Council service requirements, current Rules of Order Section 6 may be revised to read as follows:

6. Mayor/Mayor Pro Tem Appointment Process And Committee/Agency Assignments

The appointments of the Mayor and Mayor Pro Tem shall be made on an annual basis at the first regular City Council meeting in December. Prior to this meeting, the Council and Council-elect (in even numbered years) will be invited to participate in a regularly scheduled or special meeting in November to provide each Council member and/or Council member-elect the opportunity to express their interests in becoming the Mayor or Mayor Pro Tem and/or in participating in various committees and agencies.

In order for a Council member to qualify to become the Mayor they would need to have served for at least one year as a Council member and one year as the Mayor Pro Tem, except in such instances in which no Council member meets the foregoing requirements. In order for a Council member to qualify to become the Mayor Pro Tem they would need to have served for at least one year as a Council member, except in such instances in which no Council member meets the foregoing requirement.

At the regular City Council meeting in December, or as soon thereafter as possible, the City Council will formally determine and vote on the Mayor and Mayor Pro Tem selections. Then the newly seated Mayor shall make, and publicly announce, the Council member appointments to Committee/Agency assignments.

The City Council and/or the Mayor can establish an ad hoc committee. The Mayor shall be responsible for appointing all members of the City's ad hoc committees.

9. Use of Electronic Communication Devices During Council Meetings:

The City Council's use of cellular telephones for email, texting, social media, and other communications is discouraged during Council meetings in order ensure that Council members

remain attentive to members of the public, staff, or others as they are speaking to the Council. In addition, repeated and lengthy use of such devices may create a perception that the Council is not conducting its business in a transparent manner. Staff has prepared the following suggested addition to the Rules of Order Section 7:

(i.) Use of Electronic Communication Devices During Meetings

Council members are discouraged from using email, text message, social media, or other personal electronic communications devices during Council meetings. Council members should remain fully engaged in the Council's business at hand, and should also take care to prevent the perception of a Brown Act violation, ensure the integrity of quasi-judicial proceedings, and prevent the perception that other unknown parties are influencing Council decisions during the meeting.

City Council may adopt the proposed provisions as presented, make additional adjustments, or simply not adopt any changes to the existing Rules of Order and continue to rely on existing provisions. The attached resolution includes all or the proposed provisions outlined above, and Council may simply indicate which provisions to include in the adopted resolution.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

ENVIRONMENTAL CONSIDERATIONS

None requiring review under the California Environmental Quality Act.

ATTACHMENTS

1. Resolution No. 2021-XX
2. City Council Rules of Order

ATTACHMENT 1

Resolution No.
2021-XX



CITY OF
BIG BEAR LAKE *California*

RESOLUTION NO. 2021-XX

**RESOLUTION AMENDING CITY COUNCIL
RULES OF ORDER**

WHEREAS, the City Council Rules of Order outline the conduct of business at City Council meetings; and

WHEREAS, the City Council seeks to add new guidance and revise current sections of the Rules of Order; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Rules of Order are hereby amended as follows:

1. Section 7 – Miscellaneous is hereby amended by adding new provision (h.) as follows:

(h.) “In God We Trust” Motto

America’s national motto, “In God We Trust”, will be displayed under the City seal in the Council’s meeting chambers as a symbol of the City of Big Bear Lake’s national patriotism.

2. Section 1 – Council Meetings, provision (a.) - Regular Meetings, is hereby amended as follows:

1. COUNCIL MEETINGS

(a.) Regular Meetings

Regular meetings of the Council shall be held in accordance with the schedule outlined in the Municipal Code and the adopted regular meeting calendar. All Regular Meetings shall adjourn by 10:00 pm unless a majority of the City Council votes to continue the meeting past the fixed time of adjournment. Any motion to extend the meeting beyond 10:00 pm shall include a list of specific Agenda items to be considered and shall specify in which order these items shall be handled. Any Agenda items not considered prior to 10:00 pm and not included in a motion to extend the meeting shall automatically be continued for consideration at the next regularly scheduled City Council meeting.

The annually approved meeting schedule will include regular City Council meetings held on the first and third Monday of each month except when there are City observed holiday conflicts or other holiday related scheduling considerations. When the Meeting Calendar allows for Council to hold a second regular monthly meeting, that Agenda will be tailored specifically for Council to participate in focused discussions related to significant City issues, initiatives, and other important time-sensitive topics, in more of a workshop format.

All Regular Meetings of the City Council will be broadcast live on a local cable channel and on the City's website, except in rare instances when unforeseen scheduling or technical issues may arise.

3. Section 2 – Conduct of Business, provision (e.) – Decorum, is hereby retitled as “Code of Conduct”, and provision (e.)(1.) – Council, is hereby amended as follows:

2. CONDUCT OF BUSINESS

(e.) ~~Decorum~~ Code of Conduct

(1.) Council

~~Members of the City Council must preserve order and decorum and shall not, by conversation or otherwise, delay nor interrupt the proceedings or peace of the City Council in any way, nor disturb any other member of the City Council while speaking, nor refuse to obey the orders of the City Council or the presiding officer, except as otherwise herein provided.~~

Council members value and recognize the importance of the trust vested in them by the public to accomplish the business of the City. All Council members shall accord the utmost courtesy and professionalism toward each other, the City employees, and to the public appearing before Council. Members of the City Council must preserve order and decorum during the conduct of official City business. At all times, Council members in the minority on an issue shall respect the decision and authority of the majority. No Council member shall intentionally delay Council proceedings by lengthy conversation or otherwise, interrupt the peaceful and efficient conduct of the meeting in anyway, nor disturb any other member while speaking, nor refuse to obey the orders of the Presiding Officer, except as otherwise herein provided.

4. Section 2 – Conduct of Business, provision (e.) – Decorum, is hereby retitled as “Code of Conduct”, and new provision (e.)(1.)(i.) – “Council Discussion Time Limits”, is hereby added as follows:

2. CONDUCT OF BUSINESS

(e.) ~~Decorum~~ Code of Conduct

(1.) Council

(i.) Council Discussion Time Limits

Council members will govern themselves as to the length of their comments. Council members are encouraged to limit comments to the matter, item, or motion currently being considered. Council members are encouraged to limit themselves to speaking only twice on any agenda item. As a courtesy,

the Presiding Officer will signal by hand to a Council member who has been speaking for over five minutes. The intent of the hand signal is a courtesy to let the Council member know they have been speaking for about five minutes and may want to consider wrapping up their comments. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council members in their efforts to communicate concisely.

5. Section 2 – Conduct of Business, provision (1.) – Council Business, provision (3.) – Council Agenda Item Requests, is hereby amended as follows:

2. CONDUCT OF BUSINESS

(1.) Council Business

(3.) Council Agenda Item Requests

Any City Council member, with the concurrence of one additional Council member, may request to place an item on an upcoming City Council meeting agenda, providing the City Manager with at least 30 days’ notice in order to provide ample time for staff preparation. Such requests may be made during “Council Member Board / Committee Reports & Comments” in a City Council meeting, or may be made directly to the City Manager at any other time. The City Manager may also place items on the City Council meeting agenda as necessary in his / her judgement to further ongoing City initiatives, meet Federal / State / other requirements, address perceived community needs and to take advantage of beneficial opportunities.

6. Section 2 – Conduct of Business, provision (d.) – Addressing the City Council, is hereby amended by adding new provision (4.) “Written Public Communications”, as follows:

2. CONDUCT OF BUSINESS

(d.) Addressing the City Council

(4.) Written Public Communications

Members of the public may submit written or email communications to the City Council at any time prior to or during the City Council meeting, and all Council members will make every effort to read and consider such communications prior to consideration of the specific agenda item. However, in order to ensure receipt by Council members and allow for thoughtful consideration of the comments, members of the public are encouraged to submit written or email communications no later than 10 hours prior to the start of the meeting.

7. Section 2 – Conduct of Business, provision (d.) – Addressing the City Council, is hereby amended by adding new provision (5.) “Video Public Communications”, as follows:

2. CONDUCT OF BUSINESS

(d.) Addressing the City Council

(5.) Video Public Communications

Members of the public may provide real-time video communications to the City Council via Zoom or a similar platform. Video communications provided during general public communications shall be limited to 2 minutes per speaker, and limited to 20 cumulative minutes. Video communications provided during consideration of a specific agenda item shall also be limited to 2 minutes per speaker, and shall be limited to 10 cumulative minutes for each specific agenda item. All video communications shall be presented in the order requested to the City Clerk.

OR

(5.) Video Public Communications

Members of the public may provide a pre-recorded video containing their public communications to the City Council for playback during the City Council meeting. Pre-recorded public communications videos must be submitted to the City Clerk no later than 10 hours prior to the start of the meeting. Pre-recorded video communications provided for general public communications shall be limited to 2 minutes per speaker, and limited to 20 cumulative minutes. Pre-recorded video communications provided during consideration of a specific agenda item shall also be limited to 2 minutes per speaker, and shall be limited to 10 cumulative minutes for each specific agenda item. All pre-recorded video communications shall be presented in the order received by the City Clerk. The City Clerk shall disqualify any pre-recorded videos that contain foul language, inappropriate images, or other discriminatory content.

8. Section 6 – Mayor / Mayor Pro Tem Appointment Process and Committee / Agency Assignments, is hereby amended as follows:

6. MAYOR / MAYOR PRO TEM APPOINTMENT PROCESS AND COMMITTEE / AGENCY ASSIGNMENTS

The appointments of the Mayor and Mayor Pro Tem shall be made on an annual basis at the first regular City Council meeting in December. Prior to this meeting, the Council and Council-elect (in even numbered years) will be invited to participate in a regularly scheduled or special meeting in November to provide each Council member and/or Council member-elect the opportunity to express their interests in becoming the Mayor or Mayor Pro Tem and/or in participating in various committees and agencies.

In order for a Council member to qualify to become the Mayor they would need to have served for at least one year as a Council member and one year as the Mayor Pro Tem, except in such instances in which no Council member meets the foregoing requirements. In order for a Council member to qualify to become the Mayor Pro Tem they would need to have served for at least one year as a Council member, except in such instances in which no Council member meets the foregoing requirement.

At the regular City Council meeting in December, or as soon thereafter as possible, the

ATTACHMENT 2

City Council Rules of Order



CITY OF BIG BEAR LAKE *California*

CITY COUNCIL RULES OF ORDER

1. COUNCIL MEETINGS

All meetings of the Council shall be open to the public, except as provided by law.

(a). Regular Meetings

Regular meetings of the Council shall be held in accordance with the schedule outlined in the Municipal Code and the adopted regular meeting calendar. All Regular Meetings shall adjourn by 10:00 pm unless a majority of the City Council votes to continue the meeting past the fixed time of adjournment. Any motion to extend the meeting beyond 10:00 pm, shall include a list of specific Agenda items to be considered and shall specify in which order these items shall be handled. Any Agenda items not considered prior to 10:00 pm and not included in a motion to extend the meeting shall automatically be continued for consideration at the next regularly scheduled City Council meeting.

All Regular Meetings of the City Council will be broadcast live on a local cable channel and on the City's website, except in rare instances when unforeseen scheduling or technical issues may arise.

(b). Special Meetings/Workshops

Special meetings and workshops are meetings of the Council held on special or irregular dates and may be called by three or more members of the Council or by the Mayor. The City Clerk shall prepare and mail, personally deliver, or deliver by any other means that ensures receipt, to each member of the City Council, and to each local newspaper and radio that has requested notice in writing at least 24 hours before the time of the meeting, a notice of special meeting stating time, place, and business to be transacted. Only matters set forth in the notice of the meeting shall be discussed at such meeting and no ordinance (other than urgency ordinances) may be adopted. In the event of conflict between this paragraph and the provisions of Section 54956 of the Government Code governing special meetings, the latter section shall prevail.

All Special Meetings of the City Council will be broadcast live on a local cable channel and on the City's website, except in rare instances when unforeseen scheduling or technical issues may arise.

(c). Closed Sessions

The Council may, from time to time, meet in closed session, not open to the public nor news media, in accordance with the Ralph M. Brown Act.

2. CONDUCT OF BUSINESS

At an hour set by ordinance on the day of each regular meeting, each member of the Council, the City

Manager, the City Clerk, the City Attorney, and such Department Heads or others as have been requested to be present shall take their regular stations in the Council Chambers. However, members of the Council may participate in Council meetings by teleconferencing, in accordance with Section 54993 of the Government Code. The business of the Council shall be conducted in substantially the order and in the manner as herein provided and, so far as practicable, in accordance with parliamentary rules as laid down in Robert's Rules of Order (as most recently revised and unless otherwise addressed in this Policy).

(a). Quorum

Three members of the Council shall constitute a quorum for the transaction of business. When there is no quorum, the Mayor, Mayor Pro Tem, or any member of the Council shall adjourn such meeting, or if no member of the Council is present, the City Clerk shall adjourn the meeting. For the purpose of considering any item subject to vote of the Council, when a member of the Council disqualifies him/herself due to a conflict of interest, his/her presence shall not be counted toward a quorum and that person shall not be permitted to vote unless required pursuant to the rule of necessity. The rule of necessity shall not be applied where any member of the Council is absent. If the Council loses a quorum due to a disqualification and the rule of necessity does not apply, the remaining Council members may continue to discuss the item as a committee of the whole, but they shall not take action on the item.

Unless otherwise provided for in the Municipal Code, a majority of the Council shall be sufficient to do business and motions may be passed 2 to 1, if only 3 members of the Council attend. The following matters, however, require three affirmative votes: adoption of ordinances, resolutions granting franchises, orders for payment of money, and selection of presiding officers.

(1). Legally Required Participation

If a majority of the Council shall be disqualified to vote on a matter by reason of actual or apparent conflict of interest, the Council shall select by lot or other means of random selection that number of its disqualified members which, when added to the members eligible to vote shall constitute a quorum.

(2). Absences

Any member of the Council not in attendance at a Council meeting shall be noted as "absent." Such absences shall be considered unexcused, unless the City Council formally excuses an absence by a majority vote, in which case the absent member of the Council shall be noted as "excused."

(b). Rules of Debate

(1). Recognition

Every member of the City Council desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine him/herself to the question under debate.

(2). Rights of Presiding Officer

The Presiding Officer may move, second, and debate from the chair; subject only to such limitations of debate as are by these rules imposed on all members of the City Council and shall not be deprived of any of the rights or privileges of a member of the Council due to his/her acting as the Presiding Officer.

(3). Interruptions

No member of the Council, once recognized, shall be interrupted when speaking unless it is to call him/her to order or as otherwise provided herein. If a member of the City Council is called to order while speaking, he/she shall cease speaking until the question of order is determined and, if in order, shall be permitted to proceed.

(4). Motion to Reconsider

A motion to reconsider any action taken by the Council may be made only on the day the action was taken or at the next succeeding recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by any member of the City Council, and may be made any time with precedence over all other motions or while a member of the City Council has the floor. It shall be debatable and requires only majority vote. Action that cannot be reversed cannot be reconsidered. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same or other motion at a subsequent meeting of the City Council.

(c). Resolutions/Ordinances

(1). Resolutions

As a rule of thumb, it can be said that legislative acts of the City Council (usually a rule of public conduct for long-term application) are taken by ordinance, whereas more routine business and administrative matters (usually more transitory in nature or a singular act like approving a budget amendment) are accomplished by resolutions. The adoption of a resolution will be referenced in the meeting minutes and will be recorded in a separate document, numbered in sequence and preserved in a separate set of books. Such resolutions are used in this City for various reasons, such as when specifically required by law, when needed as a separate evidentiary documents to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document with the additional “whereas” explanatory material it often recites to facilitate such future reference and research.

(2). Ordinances

An ordinance shall not be passed within five days of its introduction, nor at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed immediately upon introduction at either a regular or special meeting. Except

when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Council members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after introduction of the altered ordinance.

Corrections of typographical or clerical errors are not alterations within the meaning of this section.

Effective Date: All ordinances, except as provided in Section 36937 of the Government Code, shall take effect 30 days after adoption, but may be made operative at such later date as may be designated in the ordinance.

Publishing: It shall be the duty of the City Clerk to post or publish all ordinances in accordance with Section 36933 of the Government Code.

Urgency Ordinance: All urgency ordinances must receive four (4) affirmative votes to be adopted and to become effective immediately. If such an ordinance fails to receive a 4/5 majority, it may thereafter be considered and passed in the same manner as regular ordinances.

(d). Addressing the City Council

Each person, after having received permission from the Presiding Officer to address the City Council, shall step to the microphone and give his/her name and city of residence for the record before proceeding. All remarks shall be addressed to the City Council as a body only. No person other than a member of the Council and the person having the floor shall enter into any discussion without permission of the Presiding Officer. Public comment is permitted on items not on the agenda that are within the subject matter jurisdiction of the City, and on agenda items. Subject to reduction in the maximum time limit in the discretion of the Presiding Officer, there is a three minute maximum time limit when addressing a respective board (City Council, Fire Protection District or Successor Agency). Any qualified and interested person following this procedure shall have the right to be heard on the following items of business:

(1). Staff Reports/Discussion Items

Interested persons or their representatives may address the Council with regard to written communications referred to in the report of the City Manager or any Department Head. Those who desire to address the Council must complete and submit a speaker's card before the item is brought to the floor for discussion. The Presiding Officer will call for speakers when the item is discussed. Subject to reduction in the maximum time limit in the discretion of the Presiding Officer, there is a three minute maximum time limit when addressing a respective board. Any speaker card submitted after the Council begins to discuss the item is subject to the following procedure: first, the Presiding Officer will seek consensus from the Council to consider hearing from the speaker and if permitted the speaker will then have one minute to provide his/her comment(s).

(2). Public Hearings

Interested persons or their authorized representatives may address the Council in regard to matters then under consideration. Those who desire to address the Council must complete a speaker's card. The Presiding Officer will call for speakers when the item is discussed. Subject to reduction in the maximum time limit in the discretion of the Presiding Officer, there is a three minute maximum time limit when addressing a respective board. If the item involves an applicant (i.e. development project, etc.), the applicant shall have ten minutes to present their item to the Council and/or address questions brought before the Council from members of the public. The Presiding Officer may entertain a motion to extend the applicant's time if needed. Any speaker card submitted after the public hearing has been closed is subject to the following procedure: first, the Presiding Officer will seek consensus from the Council to consider re-opening the public hearing. If the hearing is re-opened and the speaker permitted, he/she will then have one minute to provide his/her comment(s).

Any Council member shall disclose during the hearing and prior to voting, for the record, when applicable, that he/she communicated independently with any project applicant, or with any proponent or opponent, or with their representatives, concerning the project or proposal under consideration, and shall disclose the substance of the communication.

(3). Spokesman for a Group of Persons

Whenever any group of persons wishes to address the Council on the same subject matter, it shall be proper for the Presiding Officer to request that a spokesman be chosen by the group to address the Council.

(e). Decorum

(1). Council

Members of the City Council must preserve order and decorum and shall not, by conversation or otherwise, delay nor interrupt the proceedings or peace of the City Council in any way, nor disturb any other member of the City Council while speaking, nor refuse to obey the orders of the City Council or the Presiding Officer, except as otherwise herein provided.

(2). Other Persons

The Presiding Officer shall admonish any speaker from the public who shall make any personal, impertinent, or slanderous remarks or become boisterous while addressing the City Council.

(3). Enforcement

The chief law enforcement officer, or his/her authorized representative, shall be ex-officio Sergeant-at-Arms of the City Council. He/she shall carry out all orders and instructions of the Presiding Officer for the purpose of maintaining order and decorum in the Council Chamber. Upon instructions of the Presiding Officer, it shall be the duty of any law

enforcement officer present to eject from the Council Chamber any person in the audience who uses loud, boisterous, or profane language at a Council meeting that disrupts the orderly conduct of the meeting, or any person who persistently interrupts the proceedings of the Council or refuses to keep quiet or take a seat when ordered to do so by the Presiding Officer, and to place under arrest any person who is violating the law.

(f). Call to Order

At the hour appointed for the meeting, the Presiding Officer shall take the chair and call the Council to order. The Mayor, or in his/her absence the Mayor Pro Tem, shall be the Presiding Officer. In the absence of the Mayor and the Mayor Pro Tem, the City Clerk shall call for a motion to select a Council member to serve as Mayor Pro Tempore and call the meeting to order, whereupon the Mayor Pro Tempore shall relinquish the chair at the conclusion of the business then before the City Council. Upon the arrival of the Mayor or the Mayor Pro Tem during the course of a meeting, the Mayor Pro Tempore shall relinquish the chair at the conclusion of the business then before the City Council.

(1). Duties of Presiding Officer

The Presiding Officer shall assume his/her place and duties immediately following his/her election. He/she shall preserve strict order and decorum at all meetings, have the power to limit the time of any citizen speaking from the floor, state questions coming before the City Council, and announce the Council's decision on all subjects. He/she shall vote on all motions. The Mayor shall sign all ordinances and other documents adopted and approved by the Council.

(2). Changes to the Order of Business

The Mayor can seek consensus from the City Council to change the order of business at any time during the meeting; however, business will usually be considered in the order shown on the agenda.

(g). Invocation

All Regular City Council Meetings will include an invocation after the open session meeting is officially called to order and the Pledge of Allegiance is recited. The brief invocation is intended to reflect upon the community's shared ideals and common ends before the City Council embarks on the business of governing. To ensure objectivity in the selection of the speaker of the invocation, on an annual basis the City will compile a list of all known local individuals who are willing to volunteer to provide an invocation. The invocation speakers will be selected without preference to any specific religion, belief, faith, or ideology. No guidelines or limitations shall be issued by the City regarding invocation content, except that the invocation may not proselytize or advance any faith, or disparage the religious faith or non-religious views of others.

Staff will make every effort to schedule a local religious or other leader to give the invocation, but in the event a religious or other leader cannot be scheduled, there is a last minute cancellation or the scheduled speaker fails to appear, a moment of silence will be observed in lieu of the invocation.

(h). Parliamentarian

The City Attorney shall act as the Parliamentarian and shall decide all questions of order. In the absence of the City Attorney, the City Manager shall act as the Parliamentarian.

(i). Roll Call

Before proceeding with the business of the Council, the City Clerk shall call the roll of the member of the Council and the names of those present shall be entered in the minutes. The order of roll call shall be alphabetical with the Mayor called last.

(j). Adoption of Consent Calendar

Adoption of the Consent Calendar may be made by one motion by the Council, providing the audience has been so advised and unless any Council member, individual, or organization has any questions or wishes to make a statement on any particular item on the Consent Calendar. In that event, the Presiding Officer may defer action on the particular matter or matters and place same on the regular agenda for consideration in any order he/she deems appropriate.

Items of routine or procedural nature shall be placed on the Consent Calendar portion of the Agenda. All items may be approved by one blanket motion. Prior to, or following review of, the Consent Calendar, any Council member may request that any item be withdrawn from the Consent Calendar for separate consideration. However, any Council member may abstain from voting on any consent item without requesting its removal from the Consent Calendar, and the City Clerk shall be instructed to record such abstentions in the minutes.

(k). Voting

(1). Roll Call Vote

All votes of the City Council shall be by roll call. The City Clerk shall call the names of each member of the Council, except that the name of the Presiding Officer shall be called last.

(2). Silence Constitutes Affirmative Vote

In all voting, unless a member of the Council states he/she is not voting due to a conflict of interest, his/her silence shall be recorded as an affirmative vote.

(l). Council Business

(1). Committee/Board Reports

Each Council member shall give a brief report on respective committee, Agency and/or Board meetings attended since the last City Council meeting (e.g., MARTA, BBARWA, etc.)

(2). Council Member Board / Committee Reports & Comments

Any Council member may make a general announcement under this item (i.e. community

event, anniversary celebration, etc. Comments shall pertain to items not on the posted agenda.

(3). Council Agenda Item Requests

Any City Council member may request to place an item on an upcoming City Council meeting agenda, providing the City Manager with at least 30 days' notice in order to provide ample time for staff preparation. The City Manager may also place items on the City Council meeting agenda as necessary in his/her judgement to further ongoing City initiatives, meet Federal / State / other requirements, address perceived community needs and to take advantage of beneficial opportunities.

3. MINUTES

(a). As an Official Record

The official action minutes of the City Council will be kept by the City Clerk in a minute book with a record of each particular type of business transacted set off in paragraphs with proper sub-heads. The City Clerk shall be required to make a record only of such business as was actually passed upon by a vote of City Council and shall not be required to record any remarks of any member of the City Council or of any other person. Names or persons addressing the City Council, the title of the subject matter to which their remarks related, and whether they spoke in support of or in opposition to such matter shall be entered in the minutes.

(b). Recordings

The City Clerk will electronically record all regular City Council meetings, with the exception of closed sessions, and will retain the video recordings per the City's Records Retention Schedule. At his/her discretion, the City Clerk may retain video recordings for a longer period.

(c). Distribution of Minutes

As soon as possible after each meeting, the City Clerk shall furnish a copy of the minutes to each Council member, the City Manager, each Department Head, and any other individuals designated by the City Clerk or City Manager.

(d). Reading of Minutes

Unless the reading of the minutes of a Council meeting is requested by a member of the Council, the minutes may be approved without reading if the City Clerk has previously furnished each member of the Council with a copy thereof.

(e). Approval of Minutes

Minutes may be approved by placement on the Consent Calendar. All Council members may vote on such approval, even if they were absent from the applicable meeting.

4. GENERAL CITY COUNCIL RELATED MATTERS

(a). Proclamation and Resolutions of Support Protocol

The City Council has a practice of recognizing people, organizations, events and dignitaries that are related to our local community. The City Council will issue proclamations and other recognition items to honor an individual, an organization, recognize a special event or a special day, month or year. City Council members, citizens, or bonafide organizations may request a proclamation and other recognition items. All recognition requests relevant to the City of Big Bear Lake will be considered except those related to political, religious, or lifestyle ideology. The City Manager shall determine if the recognition item will be issued by presentation during a City Council meeting, at an event, or mailed to the requester.

Occasionally, the City Council and/or City staff will receive requests to adopt supporting resolutions and/or to provide letters of support relating to issues that have a potential to impact our community. Many of these requests are of an urgent nature and require a prompt response. When a request isn't time sensitive, the City Manager will include these items on the next City Council meeting agenda to seek approval from the entire City Council. When time is of the essence, the City Council provides authority to the Mayor and/or City Manager to use their judgement to determine if the City should offer their formal support to the requester.

5. COUNCIL-MANAGER RELATIONS

Individual Council members shall not direct staff to initiate any action or prepare any report that is significant in nature or initiate any project or study. All such direction shall be provided by the City Manager or by action of a majority of the City Council at a City Council meeting. Council members may ask for limited resources and information for items that are on an agenda as long as any information is distributed to all City Council members.

Any concerns by a member of Council over the behavior or work of a City employee should be directed to the City Manager privately to ensure that the concern is resolved.

6. MAYOR/MAYOR PRO TEM APPOINTMENT PROCESS AND COMMITTEE/AGENCY ASSIGNMENTS

The appointments of the Mayor and Mayor Pro Tem shall be made on an annual basis at the first regular City Council meeting in December. Prior to this meeting, the Council and Council-elect (in even numbered years) will be invited to participate in a regularly scheduled or special meeting in November to provide each Council member and/or Council member-elect the opportunity to express their interests in becoming the Mayor or Mayor Pro Tem and/or in participating in various committees and agencies.

At the regular City Council meeting in December, or as soon thereafter as possible, the City Council will formally determine and vote on the Mayor and Mayor Pro Tem selections. Then the newly seated Mayor shall make, and publically announce, the Council member appointments to Committee/Agency assignments.

The City Council and/or the Mayor can establish an ad hoc committee. The Mayor shall be responsible for appointing all members of the City's ad hoc committee.

7. MISCELLANEOUS

(a). Use of Social Media

Although social media has become an effective communication tool used by local government to provide direct communications with the community, elected officials need to be mindful to not use social media in a manner that could harm the City's interest. In addition, Council members should be cautious with their social media postings in an effort to avoid inadvertently conducting serial meetings that would violate the notice and public meeting requirements. When Council members are making decisions about how to engage on social media, they should take a number of legal considerations into account such as; the Brown Act, the Public Records Act, due process, and First Amendment Considerations. If a City Council member is unsure about how their particular uses of social media may or may not conflict with the current governmental regulations, it is advisable that they consult with the City Attorney.

(b). Use of City Issued Email Account

A majority of the City Council members' emails are subject to disclosure under the California Public Records Act (PRA) and must be retained and accessible in the event of an applicable PRA request. Therefore, each Council member will be issued a City email address (i.e. @citybigbearlake.com) to be used for all City Council related email correspondence. The City email account will include an official email signature that identifies City Council members in their official designations (i.e. Mayor, Council Member) and includes an important public disclaimer informing all recipients that their email correspondence with the elected official may be subject to a PRA request.

In addition, Council members need to be aware that their email correspondence is subject to the requirements of the Brown Act. While the Brown Act does not prohibit the use of email to make individual contacts between members of the Council, public or staff, great care should be taken to avoid the use of email to contact a majority of the Council which may unintentionally result in conducting a serial meeting.

(c). Use of City Stationery

Individual City Council members will be provided with official City stationery for use as they deem appropriate. A copy of all City Council correspondence that was not originally prepared by City staff will be provided to the City Clerk's Office to be retained in accordance with applicable records retention regulations.

The City will also maintain official City stationery that will include all five current Council members' names within the letterhead. Staff will use this stationery when preparing official City Council correspondence that will be signed by the Mayor in his/her official capacity as the Council representative.

(d). Use of City Office & Conference Rooms

The City Council will be provided with the use of one office to be shared by all five members of the Council. This office will be equipped with a shared computer and each individual Council

member will be provided with their own secure login. In addition, all Council members can use any available conference rooms located at City Hall. To ensure availability of the Council's shared office and/or meeting rooms, please contact the City Clerk Department's staff to schedule the use of these City facilities during normal City Hall business hours. Then the City's staff will ensure these rooms are unlocked and set up appropriately per the requested needs (i.e. the heater is turned on, ensure the presentation computer is logged into, set up the appropriate number of tables and chairs, etc.....) of the meeting.

(e.) Use of Titling, Labeling or Branding of Individual Council Member Events

When an individual Council member is hosting a special meeting or event that is widely advertised and open to the general public, they are required to include a standard disclaimer message on all promotional materials associated with the event to ensure the participants are aware it is not an official City of Big Bear Lake meeting or event. In addition, all Council members will be required to follow the City's Ordinance related to the use of the official city seal and logo.

(f.) Use of City Facilities by Individual Council Members

Individual Council members are permitted to utilize available offices, conference rooms, and/or meeting spaces at City Hall and other City facilities as necessary or desired to meet with small groups of constituents and/or other parties for the purpose of conducting individual Council member business, and should reserve appropriate meeting space with City staff. Individual Council members hosting a special meeting or event that is widely advertised and open to the general public, with the exception of campaign or election/re-election events which shall not be allowed, may host such events, in accordance with section 7(e) above, at City facilities, so long as any required permits are first obtained and all applicable fees are paid by the City Council member, as would be required of any other member of the community or organization.

(g.) City Council Mileage Reimbursement

Council members are not provided access to operate a City owned vehicle. Instead, the City provides each Council member with a monthly "Vehicle Allowance" per an adopted resolution. The current resolution (Resolution No. 88-09), provides a \$50 monthly stipend be paid to each Council member and a \$100 monthly stipend be paid to the Mayor. This resolution indicates the monthly stipend is intended to reimburse a Council member for their personal vehicle expenses incurred while engaging in official City business. In addition, the City will reimburse Council members for their personal travel expenses (including mileage) incurred while attending City related conferences and training events. The Elected and Appointed Officials Expense Reimbursement Policy (Resolution No. 2006-10) should be referenced to determine all allowable travel reimbursements.

In the event, a Councilmember is using their personal vehicle to attend various meetings/trainings related to their individual Agency/Board/Committee (i.e. BBARWA, SCAG, MARTA) assignments, they should seek mileage/travel reimbursement from those organizations.

ADOPTED BY CITY COUNCIL: 9/20/2021



CITY OF **BIG BEAR LAKE** *California*

MEETING

DATE: November 1, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Frank A. Rush, Jr., City Manager

SUBJECT: City Manager Comments

COVID Cases, Deaths

As of October 27, there have now been 1,667 cumulative COVID cases in the Big Bear Valley since March 2020. This represents an increase of 78 cases since September 29, a rate of approximately 2.8 new cases per day. Thankfully, the daily number of new cases continues to decrease in the Big Bear Valley.

Sadly, there has been a significant increase in the number of reported COVID deaths in the Big Bear Valley. An additional 10 deaths were reported over the past month, bringing the cumulative total since March 2020 to 34 deaths. City residents account for 2 of the 10 recent deaths, while the other 8 were among residents in the unincorporated areas of the Big Bear Valley. Since March 2020, COVID has claimed the life of approximately 1 in every 557 residents of the Big Bear Valley, approximately 1 in every 378 residents of San Bernardino County, and approximately 1 in every 554 residents of California.

COVID Vaccinations

As of October 27, COVID vaccinations are as follows (% of residents over age 12):

City of Big Bear Lake	76.4% at least one dose	67.4% fully vaccinated
Big Bear City	45.3% at least one dose	40.5% fully vaccinated
Fawnskin	57.0% at least one dose	52.1% fully vaccinated
Sugarloaf	37.0% at least one dose	33.7% fully vaccinated
San Bernardino County	65.9% at least one dose	59.2% fully vaccinated
State of California	80.5% at least one dose	72.7% fully vaccinated.

The City continues to partner with San Bernardino County to offer vaccinations at City Hall. The schedule for vaccination events is as follows, from 10 am – 2 pm:

Thursday, November 4
Wednesday, November 17
Tuesday, November 23.

We will be working with San Bernardino County to schedule additional dates in December and beyond as necessary or helpful. These events also offer flu shots.

Pfizer and Johnson & Johnson doses are expected to be available at each event, and booster shots of both are expected to be offered to qualifying individuals. Appointments are recommended (www.myturn.ca.gov) but not required.

City Employee Vaccinations

As of October 28, a total of 32 of the City's 58 current employees have been vaccinated. A total of 7 of these individuals either were vaccinated after having contracted COVID or contracted COVID after being vaccinated. An additional 8 City employees have previously contracted COVID but have not been vaccinated. Thus, 40 of the 58 current employees are believed to have some level of COVID antibodies.

The City organization is following State guidelines, whereby unvaccinated individuals are required to wear a mask indoors when near others or while traveling with co-workers in vehicles. Because the City has less than 100 employees, it is not subject to the Federal vaccine mandate.

November 15 City Council Meeting

We are planning the November 15 meeting in more of a workshop format, with more time allotted for Council to engage in discussion about the following topics:

- a review of the Council Mission, Vision, and Values statements adopted earlier this year,
- a review of the adopted 5-Year Capital Replacement / Improvement Program,
- a potential November 2022 ballot measure to increase the transient occupancy tax (TOT) rate, and potential uses of any additional revenues, and
- an opportunity for Council members to express interest in serving in the Mayor and Mayor Pro Tem positions for 2022, and desired committee appointments.

Employee Appreciation Breakfast To Be Part of Employee Holiday Party

Due to a COVID scare, the Employee Appreciation Breakfast scheduled for Thursday, October 21 was postponed. With the holidays fast approaching, we have decided to combine this event into the Employee Holiday Party. This event will be held on Thursday, December 16 beginning at 11:30 am in Hofert Hall. In addition to celebrating the holidays, we will express our appreciation to the City employees at that event.

Christmas In The Village

Unless the COVID situation worsens in the meantime, Christmas in The Village will be held on Saturday, November 20. Festivities begin at 5 pm, and will include musical performances by Nikki Sparks, the Mountain Marvelettes, and more, an appearance by Santa Claus and Mrs. Claus, and the official lighting of the Christmas tree.

Village Christmas Decorations

Public Works staff have begun installation of holiday lights in The Village in preparation for the holiday season. This effort will take a couple of weeks and require the use of various lifts and other equipment. Work will generally take place during the week and may require intermittent closures of the sidewalks and parking spaces. Staff will post the appropriate signs and warnings to advise visitors of the work taking place. We look forward to turning on the lights on November 20.

Monthly Budget Report

A copy of the September monthly budget report is attached. There are no significant budget concerns for FY 2021-22 at this point.

September Vacation Rental Compliance Report

Tourism Management staff have not yet completed the September monthly report, but it should be completed and posted on the City's website any day now. We will provide a copy of the report to City Council under separate cover.

New PRA Request Report

City staff have developed a new monthly report that indicates PRA (Public Records Act) requests that were completed during the month. I have attached copies of the first two reports for September and October (through October 28). We will provide this report monthly in the future.

City Still Awaiting Parks Grant Decisions

Earlier this year, the City submitted two different Statewide Parks Program grant applications – one in the amount of \$2.98 million for the construction of a new Village Plaza on the “Christmas tree lot”, and another for \$2.99 million for the acquisition of a lakefront parcel adjacent to the Marina Resort and the development of initial park amenities. We had expected a decision from the State on these grant applications in August or September, however, the award process has been delayed. If the City receives one or both grants, we will present a resolution accepting the grant funds to City Council at an upcoming meeting.

Confusion on SB 9 – May Actually Affect All of Big Bear Lake

Staff previously reported that SB 9, which allows up to 4 units on typical single-family residential lots with ministerial approval, would not affect approximately 90% of Big Bear Lake. It now appears that there may be a loophole in the new law, which takes effect in January, that may make the new law applicable to all areas of Big Bear Lake. City staff continue to research this issue, and regardless of what we learn, we expect to present an urgency ordinance to the City Council on January 3 in order to meet the new requirements.

Final Draft of New Housing Element

City staff expect to present the final draft of the new Housing Element to the Planning Commission in November, with City Council review expected in December.

Outdoor Dining

City staff continue to work cooperatively with restaurants that were engaging in non-conforming outdoor dining activities during COVID, and we hope to bring everyone into compliance in the near future. Additionally, the Planning Commission discussed outdoor dining regulations at its October 20 meeting, and City staff will continue to work with the Planning Commission on any potential amendments. At the City staff level, we are seeking to simplify and streamline the process for outdoor dining.

Vehicle Miles Travelled Ordinance

City staff continue to work with our consultant on the development of this new ordinance, and expect to present a draft to the Planning Commission in December. We expect City Council review of the new ordinance in February.

First EDAC Meeting Postponed, Rescheduled for November 15

Unfortunately, the first meeting of the new Economic Development Advisory Committee (EDAC)

that was originally scheduled for October 25 was postponed. The meeting has been rescheduled for Monday, November 15 at 1 pm in the Training Room at City Hall.

Potential Solid Waste Program Changes

City staff convened the Solid Waste Working Group for its first meeting on September 30, and had a very productive discussion. The group includes 3 full-time residents, 2 representatives from the vacation rental industry, representatives from Big Bear Disposal, and City staff from the Public Services and Tourism Management departments. City staff will reconvene the group in November for more discussion, and we anticipate presenting recommendations to City Council at the December 6 meeting.

Moonridge Project Work Complete for This Season

Work on the Moonridge Corridor Improvements Project has been completed for the season and Granite Construction is demobilizing their equipment and facilities. Considerable progress was made on the installation the new storm drain pipelines and the relocation of an existing water main. These underground improvements are critical to facilitating the realignment of the roadway that will take place in the next phase of construction. At this time, all trenches have been paved and will remain closed to allow maximum traffic flow and snow clearing this winter. Work will resume in spring 2022 as weather conditions allow and all work should be completed by October 2022.

Speed Feedback Signs Installed Adjacent to Big Bear Middle School

Public Works crews recently installed speed feedback signs on Georgia Street and Jeffries Road as a speed reduction effort near Big Bear Middle School. The signs were made available through a Safe Routes to School grant that was obtained by San Bernardino County for use in school zones. City staff and the Sheriff's Department will continue to monitor speeds near the school.

New Bicycle Trail – Sandalwood, Big Bear Blvd, Stanfield Cutoff

The new bicycle trail in this area is nearly complete. Nearly all of the path has been paved, and all concrete curb ramps and approaches have been reconstructed. Construction crews are working on final detail work, including a small amount of remaining paving near Stanfield Cutoff, landscaping, and additional fencing on Sandalwood Drive. The project should be fully complete within the next week or two, and a notice of completion will be on an upcoming City Council meeting agenda.

Southwest Gas Improvements Continue Near Stanfield Cutoff and Big Bear Boulevard

Southwest Gas has been working this season to replace more than 2 miles of gas main along the North Shore and Stanfield Cutoff, connecting to Big Bear Boulevard. Work is nearing completion and Southwest Gas anticipates all work being completed by November 12. Construction crews will continue pipeline work, making the final connections, testing, and recharging the gas lines, through November 5. The following week, they plan to backfill the trenches and complete pavement restoration. During this time, northbound Stanfield Cutoff will continue to be closed daily between Big Bear Boulevard and the North Shore between the hours of 7 am and 4 pm. Additionally, as necessary, the work will continue to impact up to two lanes along Big Bear Boulevard during working hours. Appropriate signage and detours continue to be posted as needed. The public may contact the Southwest Gas Project Hotline at (760) 493-8108 for additional information or assistance.

Mountain Transit Free Trolley Service Begins on October 31

Mountain Transit is excited to begin this new free service, which begins on October 31. I will continue to work closely with Sandy Benson, Mountain Transit General Manager, to gauge the

effectiveness of this new service.

Public Services Continuing to Prepare for Winter Operations

City staff have been preparing for winter operations, including snow removal and traffic management, for the past several weeks. At the September 20 meeting, Council authorized the necessary equipment rental and snow removal contract agreements for the upcoming winter season. All contracts have been executed, and snow removal contractors are preparing for the upcoming season. All rental snow removal equipment is expected to be delivered within the next week. Snow removal guides have been prepared by the Public Services Department, and will be sent to all City mailboxes in November. Additionally, City staff continue to coordinate with the Sheriff's Department, Big Bear Mountain Resorts, and Mountain Transit for the implementation of the Winter Traffic Management Plan (TMP) that was reviewed by the Council on October 4. As of now, the first anticipated implementation of the Winter TMP will be the weekend of December 18, unless weather conditions and resort operations require earlier action.

Curbside Chipping Program

A total of 38 property owners requested chipping services as a part of this program. All requests have been completed and no additional requests are being taken at this time. Staff is working with the contractor to finalize the details of this year's effort, including the total cost and total volume of material. This information will be shared with the Council when it is available, and City staff will consider appropriate adjustments to the program for the 2022 season.

Position Vacancies

We currently have a total of 7 vacant positions across the City organization.

We recently filled 2 Public Works vacancies, and currently have a total of 3 vacancies in Public Works. As Council may recall, we added 6 new entry-level Public Works positions (net increase of 5 positions due to elimination of a supervisory position) as part of the FY 2021-22 City budget. A total of 2 positions are intended to serve as a City-wide "litter-collection team" and 4 positions are intended to serve as full-time park attendants at 4 locations in the City (Boulder Bay Park, Rotary Park / Veterans Park, Stanfield Cutoff area, and The Village). Because of the recruitment delays, we have not yet implemented these new teams, but expect to do so as soon as all vacancies are filled. City staff will continue to recruit qualified individuals for the 3 remaining vacancies.

We have completed initial phone interviews with the top candidates for the Public Information Officer position, and will be conducting in-person interviews on November 4. I hope to extend an offer to the selected candidate soon after November 4, and hopefully have the new person on board sometime in December or early January.

The City is also currently recruiting for a vacant Counter Technician position in the Community Development department. The Administrative Services Manager position in the Administrative Services Department is also currently vacant, and staff will begin an internal recruitment for this position in the coming weeks.

A Senior Administrative Analyst position in the City Clerk / Human Resources Department is also vacant. We are currently considering potential reorganization strategies and don't expect to fill this position until we've fully considered the best approach going forward.

Potential Future Agenda Item Tracker

Tentative; currently known items for tracking purposes only. List subject to change depending on emerging circumstances, new issues, new requests. Represents best estimate at this time.

<u>Item / Issue</u>	<u>Requested / Initiated By</u>	<u>Target Meeting Date</u>
Review of Council Mission, Vision, Values	City Manager / Staff	November 15
Review of 5-Year Capital Plan	City Manager / Staff	November 15
Potential TOT Increase	City Manager / Staff	November 15
Preliminary Discussion – Mayor, Mayor PT	City Council	November 15
Electric Vehicle Charging Fees	City Manager / Staff	December 6
Final Housing Element Update	City Manager / Staff	December 6
Bicycle Trail Notice of Completion / Bud Amend	City Manager / Staff	December 6
Per Capita Parks Grant Application	City Manager / Staff	December 6
Muchacho’s Lease Agreement	City Manager / Staff	December 6
Selection of Mayor, Mayor Pro Tem	City Council	December 6
Framework for New Solid Waste Services, Franchise Agreement	City Manager / Staff	December 6
Moonridge Corridor Amenities Selections	City Council	January 3
Winter No Parking Zone – Moonridge Court	City Manager / Staff	January 3
Annual Comprehensive Financial Report	City Manager / Staff	January 3
Film permit ordinance update	City Manager / Staff	January 3
SB 9 / SB 10 Ordinance Amendments	City Manager / Staff	January 3
Increase Contract Award Thresholds, Revise Bid Authorization Procedures, etc.	City Manager / Staff	January 3
Vehicle Miles Travelled Ordinance	City Manager / Staff	February 7
Closed Session – Labor Negotiations	City Manager / Staff	February 7
Zoning Amendments to Allow Higher Density, Other Housing Incentives	City Manager / Staff	February 7

Amend Development Code for Outdoor Dining Features	Council Member Mote	February 7
Public Hearing – Redistricting	City Manager / Staff	February 7
Award Consulting Contract for Community Visioning Process	City Manager / Staff	March 7
FY 2022-23 Budget Workshop	City Manager / Staff	March 21
Appoint Advisory Committee for Community Visioning Process, General Plan	City Manager / Staff	April 4
Construction Contract Award – Castle Rock	City Manager / Staff	April 4
Public Hearing – Redistricting, Adopt New Council District Maps	City Manager / Staff	April 4
Kickoff Community Visioning, General Plan, Invite Planning Commission?	City Manager / Staff	April 18
Health Insurance Plan Agreements	City Manager / Staff	May 2
Present FY 2022-23 Recommended Budget	City Manager / Staff	May 2
Proposed FY 2022-23 Fee Adjustments, Comprehensive Fee Schedule	City Manager / Staff	May 2
New Labor Agreement	City Manager/ Staff	May 2
Potential Purchase of Marina Resort Properties	City Manager / Staff	Uncertain
Village Plaza Grant	City Manager/ Staff	Uncertain
City Clerk Employment Agreement	City Council	Uncertain
DWP, Planning Commission Compensation	Council Member Mote	Uncertain
ADUs with Vacation Rentals	City Manager / Staff	Uncertain
Offer City-Owned Properties for Workforce Housing?	City Manager / Staff	Uncertain
Amend Noise Ordinance	City Manager / Staff	Uncertain
Purchase Meeting Broadcast Equipment	City Manager / Staff	Uncertain
Goldmine Music Festival Presentation	Third Party David Stroud	Uncertain

Simplify Special Event Fees	City Council	Uncertain
Comprehensive City Personnel Policy / Standardized Contracts	City Manager / Staff	Uncertain
Compensation Study	City Manager / Staff	Uncertain
Berm Reduction Policy	Council Member Mote	Uncertain
Clarify City Maintained Streets	City Manager / Staff	Uncertain
Vacation Rental Economic Impact Study	City Manager / Staff	Uncertain
City Employee Housing Assistance / Incentive	Council Member Lee	Budget Process
Village Parking Fees	City Manager / Staff	Budget Process
Discussion of Cumulative Village Deficit	Council Member Lee	Budget Process
Absorb Credit Card Fees	City Council	Budget Process
Rent vs. Purchase Snow Removal Equipment	Council Member Lee	Budget Process
Contract vs. Staff Snow Removal	Council Member Lee	Budget Process
DWP / City Equipment Sharing	Council Member Lee	Budget Process



BIG BEAR LAKE'S

Christmas in the Village

TREE LIGHTING CEREMONY &
SPECIAL GUEST APPEARANCE BY SANTA & MRS. CLAUS

SATURDAY, NOVEMBER 20, 2021
FESTIVITIES BEGIN AT 5 P.M.

Performances by:

NIKKI SPARKS
THE MOUNTAIN MARVELETTES
VOICES OF CHRISTMAS CAROLERS



Monthly Budget Report - General Fund

September 2021
25% of Fiscal Year Complete

Year-to-Date (YTD) Period 3

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
REVENUES					
Property Taxes	\$4,510,600	\$0	0%	(\$4,510,600)	1
Sales and Use Tax	2,824,000	294,245	10%	(2,529,755)	2
Transient Occupancy Tax	4,862,000	202,846	4%	(4,659,154)	3
Other Taxes	1,017,400	125,065	12%	(892,335)	
Subventions	114,300	-	0%	(114,300)	
Building Permits and Fees	332,400	102,004	31%	(230,397)	4
Licenses and Permits	1,435,100	423,635	30%	(1,011,465)	5
Current Service Charges	879,045	259,368	30%	(619,677)	
Other Revenue	408,240	57,376	14%	(350,864)	
Interfund Transfers	1,245,290	203,382	16%	(1,041,908)	
Appropriations from Reserves	200,000	-	0%	(200,000)	
Appropriations from Fund Balance	3,420,675	-	0%	(3,420,675)	6
TOTAL REVENUES	\$21,249,050	\$1,667,920	8%	(\$19,581,131)	
EXPENDITURES AND ENCUMBRANCES					
Management Services					
City Council	\$198,100	\$42,902	22%	(\$155,198)	
City Manager	263,350	57,401	22%	(205,949)	
Public Information	110,000	-	0%	(110,000)	
Law Enforcement	5,389,100	1,164,571	0	(4,224,529)	
City Attorney	280,000	24,240	9%	(255,760)	
Support Services	1,513,650	696,189	46%	(817,461)	7
Administrative Services	1,502,060	324,393	22%	(1,177,667)	
Public Services	4,057,107	858,098	21%	(3,199,009)	
Tourism Management	1,400,900	251,517	18%	(1,149,383)	
Planning & Inspections	1,762,390	339,425	19%	(1,422,965)	
Contributions to Reserves	-	-	0%	-	
Interfund Transfers	4,772,393	12,407	0%	(4,759,986)	9
TOTAL EXPENDITURES AND ENCUMBRANCES	\$21,249,050	\$3,771,144	18%	(\$17,477,906)	

NOTES:

- 1 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 2 Timing difference. Sales Tax payments remitted to the state are distributed to local jurisdictions once processed by CDTFA.
- 3 Transient Occupancy Tax remittances due the month following the close of the payment period.
- 4 Seasonal building permit activity.
- 5 Timing of annual vacation rental permit renewals.
- 6 Fund Balance will be applied at year-end if necessary.
- 7 Annual insurance premiums payable in July.
- 9 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



Monthly Budget Report - Sanitation

September 2021
25% of Fiscal Year Complete

Year-to-Date (YTD) Period 3

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
REVENUES					
Licenses and Permits	\$13,500	\$3,595	27%	(\$9,905)	1
Current Service Charges	5,991,000	4,492	0%	(5,986,508)	2
Other Revenue	40,000	-	0%	(40,000)	
Appropriations from Reserves	496,500	-	0%	(496,500)	
Appropriations from Fund Balance	(287,044)	-	0%	287,044	3
TOTAL REVENUES	\$6,253,956	\$8,087	0%	(\$6,245,869)	
EXPENDITURES AND ENCUMBRANCES					
Public Services	\$2,004,450	\$674,135	34%	(\$1,330,315)	4
BBARWA Contract	2,831,000	-	0%	(2,831,000)	
Contributions to Reserves	-	-	0%	-	
Interfund Transfers	1,418,506	37,500	3%	(1,381,006)	5
TOTAL EXPENDITURES AND ENCUMBRANCES	\$6,253,956	\$711,635	11%	(\$5,542,321)	

NOTES:

- 1 Seasonal permit activity.
- 2 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 3 Fund Balance will be applied at year-end if necessary.
- 4 Annual insurance premiums payable in July.
- 5 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



Monthly Budget Report - Refuse

September 2021
25% of Fiscal Year Complete

Year-to-Date (YTD) Period 3

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
REVENUES					
Service Charges and Other Revenue	\$3,637,200	\$18,525	1%	(\$3,618,675)	1
Appropriations from Reserves	-	-	0%	-	
TOTAL REVENUES	\$3,637,200	\$18,525	1%	(\$3,618,675)	
EXPENDITURES AND ENCUMBRANCES					
Public Services	\$1,119,000	\$239,753	21%	(\$879,247)	
Big Bear Disposal Contract	2,326,100	382,992	16%	(1,943,108)	
Interfund Transfers	240,000	29,500	12%	(210,500)	2
Contributions to Reserves	-	-	0%	-	
Contribution to Fund Balance	(47,900)	-	0%	47,900	
TOTAL EXPENDITURES AND ENCUMBRANCES	\$3,637,200	\$652,245	18%	(\$2,984,955)	

NOTES:

- 1 Revenue received via the property tax roll. Majority received semi-annually in December and April.
- 2 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.



Monthly Budget Report - Measure Y

September 2021
25% of Fiscal Year Complete

Year-to-Date (YTD) Period 3

	Current Budget	Total YTD	Percent of Budget	YTD to Budget	Notes on Deviations
REVENUES					
Transient Occupancy Tax	\$1,620,000	\$67,354	4%	(\$1,552,646)	1
Other Revenue	22,400	-	0%	(22,400)	
Appropriations from Fund Balance	758,441	-	0%	(758,441)	2
TOTAL REVENUES	\$2,400,841	\$67,354	3%	(\$2,333,487)	
EXPENDITURES AND ENCUMBRANCES					
Interfund Transfers	\$2,400,841	\$17,200	1%	(\$2,383,641)	3
TOTAL EXPENDITURES AND ENCUMBRANCES	\$2,400,841	\$17,200	1%	(\$2,383,641)	

NOTES:

- 1 Transient Occupancy Tax remittances due the month following the close of the payment period.
- 2 Fund Balance will be applied at year-end if necessary.
- 3 Interfund transfers for Capital Projects are processed quarterly based on actual expenditures.

September 2021 Records Records Log

Below is a list of records requests that were completed during the month of September.

Date Rec'd	Details of Request	Requesting Party	Response Date	Outcome of Request	Total Logged Staff Time (estimated)
22-Aug-21	contact information for vacation rental property owners	Nick Cargill	2-Sep-21	responsive documents sent via email; property owners personal contact information redacted	3 hours
23-Aug-21	list of all licensed vacation rental properties; include address, name and contact information for property owners, number of bedrooms; HOA information	Avant Stay	2-Sep-21	responsive documents sent via email; property owners personal contact information redacted; no responsive docs on HOA	1.5 hours (similar report generated from above request)
24-Aug-21	Copy of all permits pulled; 612 Timber Lane	Joseph Holmes	2-Sep-21	responsive documents sent via email; property owners personal contact information redacted	45 mins
27-Aug-21	information related to 39994 Forest rd including: building permits, correspondence between property owners, vacation rental information (application, citations, fines); documents reflecting property lines; information regarding rental frequency	Scott Bradford	24-Sep-21	responsive documents sent via email; property owner information redacted- no responsive docs for rental frequency	3 hrs
29-Aug-21	Vacation rental permit/ code compliance calls/ citations& violations; 43382 & 43372 Shasta Road	Coleen Kaplanek	8-Sep-21	responsive documents sent via email; property owner contact information redacted	4.5 hours
30-Aug-21	information related to the 9 properties that were found operating without a vacation rental license - property address, owner contact information, TOT levied, fines, and resolution of each case	Marta and Al Grunsky	9-Sep-21	responsive documents sent via email; property owner contact information redacted	2 hours

30-Aug-21	First Floor Elevations for Bear Meadows Condos	Paul Skuben	9-Sep-21	responsive documents sent via email; property owner contact information redacted	2.5 hours
1-Sep-21	copy of all permits pulled and approved plans; 1097 Club View	Jasson Yanez	10-Sep-21	responsive documents sent via email; property owner contact information redacted	45 mins
2-Sep-21	permits for building addition at 453 Georgia	Terri Jacquemain	10-Sep-21	no responsive records	30 mins
7-Sep-21	owner/manager contact information for the vacation rental properties: 42577 Fix Farm, 42578 Donez Way, 42592 Donez Way	Robert Heyman	9-Sep-21	property manager contact information sent via email; property owner contact information redacted	30 mins
7-Sep-21	permit history for 133 Lagunita Lane	Terri Jacquemain	15-Sep-21	responsive records sent via email; property owner contact information redacted	1 hr
8-Sep-21	approved plans for 438 Temple Lane	Lam Tran	13-Sep-21	no responsive records	15 mins
8-Sep-21	permits for building addition at 862 Ravine	Heather Brown	15-Sep-21	responsive records sent via email; personal contact information redacted	1 hr
8-Sep-21	permits for building addition at 39978 Hillcrest	Suzette Guyette	16-Sep-21	responsive records sent via email; personal contact information redacted	1 hr
9-Sep-21	Verify square footage of house; 42363 Paramount Drive	Brandon Kidd	16-Sep-21	original building permits sent via email; property owner contact information redacted	30 mins
9-Sep-21	permits pulled for back deck and spa; 428 Crater Lake	Brandon Kidd	16-Sep-21	permit for deck sent via email - no responsive docs regarding spa; property owner contact information redacted	30 mins
9-Sep-21	correspondence between the planning department to the planning commissioners regarding the April 21 PC meeting- time period of April 1 - April 21	Patrice Duncan	21-Sep-21	responsive documents sent via email; property owner contact information redacted	2.5 hours
Spetember 16, 2021	a license July-August including fines/citations issued and received; approved building plans; 43160	Al & Marta Grunsky	28-Sep-21	responsive documents sent via email	1 hr
17-Sep-21	Sheephorn	Sean Hall	23-Sep-21	no responsive records	30 mins

20-Sep-21	permits pulled; 956 Knickerbocker	David Humphrey	27-Sep-21	responsive documents sent via email; property owner contact information redacted	1.5 hrs
21-Sep-21	all documentation on record; 40286 Bonita Lane	Kate Torres	30-Sep-21	responsive documents sent via email; property owner contact information redacted	1 hr
14-Jan-21	data related to short term rentals for the last 10 years including - complaints, the nature of the complaint	Jeffrey Lee	9/23/2021	ROLLING PRODUCTION: 8th and final production of records produced on 9/23/2021	BBK assisted with this request beginning in February 2021 and has logged over 190 hours total
23-Sep-21	Council Meeting Minutes: first set of typed minutes, and first set of minutes from the year 2000	Robert Malkamp	28-Sep-21	responsive documents sent via email	30 mins

BBK Services between Sept. 1 - Sept 30 - 44.60 HOURS TOTAL: \$7,760.32

October 2021 Records Records Log

Below is a list of records requests that have either been received during the month of October, completed during the month of October, or are considered as "rolling productions" in which responsive documents have been sent/will be sent during the month of October.

Date Rec'd	Details of Request	Requesting Party	Response Date	Outcome of Request	Total Logged Staff Time (estimated)
4-Jun-21	all public ommments and communications sent or received by a majority of the body from june 1, 2020 - june 1, 2021	"Southland Watch"	Rolling Production	PENDING Rolling Production: Determination Letter sent via email on 9/20/2021 second production of records due on 10/30/2021	5 hours to date
17-Aug-21	numerous items - including, but not limited to, vacation rental licensing information, fines/citations issued and collected; communications between staff/Council/various representatives in the vacation rental industry; code compliance calls on properties; information regarding PIO position; information related to Code Enforcement and their training; various questions directed to the City Manager	James Hoeltgen	21-Oct-21	Rolling Production: Determination Letter sent via email on 9/20/2021 second production of records sent on 9/30/2021; third and final production sent on 10/22/2021	10 hours to date - BBK has also assisted; invoice(s) pending
17-Sep-21	various items, including: correspondence between Councilmember Lee and other Councilmembers/staff/DWP Board Members; Councilmember Lee FPPC Forms; all public record requests received and materials produced; all PRA requests submitted by Councilmember Lee; expense report information re: Councilmember Lee	Tara Paul - Allen Matkins Leck Gamble Mallory & Natsis LLP	Rolling Production	PENDING Rolling Production/ Letter requesting extension for determination letter sent via email on 9/27/2021 - FPPC forms sent on 9/27 ; Determination letter sent 10/11/2021 & subsequent letter with additional documents sent on 10/12/2021; next production due on 11/12/2021	BBK is assisting with this request - invoice(s) to be billed next month
22-Sep-21	permits pulled; 200 Alp Court	John Sloway	10/4/2021	responsive documents sent via email; property owner contact information redacted	1.5 hrs

27-Sep-21	code violations/fines issued and fines collected; 42772 Castlewood Road	Leslie Nafie	4-Oct-21	Responsive documents sent via email; property owner information redacted	45 mins
28-Sep-21	Permit no. 10193; 42534 La Cerena Avenue	Nancy Wyatt	5-Oct-21	No responsive records; referred requestor to County	20 mins
2-Oct-21	contractor information from ADU Building Permits (2020)	Cara Mico	5-Oct-21	No responsive records	10 mins
4-Oct-21	Candidate Statements and Ballot Designations 2018-2021	Amanda Morales	13-Oct-21	Responded via email	35 mins
4-Oct-21	Soil Report - Eagle Knoll	Kelsey Trujillo	12-Oct-21	No responsive records - response sent via email on 10/12	45 mins
5-Oct-21	Building permits/certificates of occupancy; 40277 Big Bear Boulevard	Nathaniel Grondin	13-Oct-21	No Responsive records; recommended he reach out to the County for documents on property	45 mins
11-Oct-21	PO/Vendor Information - 6/30/2021-Current	SmartProcure	12-Oct-21	responsive documents sent via email	15 mins
11-Oct-21	Building Permits/Plans; 400 Jeffries Road	Suzette Guyette	19-Oct-21	responsive documents sent via email	3 hours
12-Oct-21	Permits/and other documentation on the home; 315 Crater Lake Road	Jen Talbot	21-Oct-21	PENDING	1.5 hours
12-Oct-21	Permits and blueprints; 877 Tulip Lane & 872 Jaybird Lane	Henry Liu	20-Oct-21	responsive documents sent via email	15 minutes (previous records for exact same properties was completed several months ago)
14-Oct-21	plans and permits related to 286 Vista Lane	Chris Teske	25-Oct-21	responsive emails sent via email	1 hour
13-Oct-21	Vacation Rental Inspection Forms from 2017-present; 40179 Lakeview Drive	Evan Siegel	20-Oct-21	responsive documents sent via email	1.5 hours
19-Oct-21	588, 636, 652, & 666 Jeffries; Building permits and plan sets	Marcus McInerney		PENDING	
21-Oct-21	permits signed off by inspector, and pulled permits; 690 Cove	Ahron Zilberstein		PENDING	
22-Oct-21	plans; 42162 Switzerland	Nasser Nouri		PENDING - permission from signed architect/builder is required and he/she has 30 days to respond to request to duplicate plans	
25-Oct-21	building, zoning, or fire code violations, original building permits; 40271-40277 Big Bear Blvd & 40270 Mill Creek Blvd	Dan Frizzell		PENDING	
26-Oct-21	deck/addition permits; 39172 Chincapin Road	Caren Leib		PENDING	

28-Oct-21	all records including short term license and citations	Clint Schultz		PENDING	
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BBK services between Oct. 1 - Oct. 30 - TBD