

CITY OF LOMA LINDA
CITY COUNCIL AGENDA

REGULAR MEETING OF NOVEMBER 10, 2015

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, November 10, 2015 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.

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

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

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

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

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

Agenda item requests for the NOVEMBER 24, 2015 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, NOVEMBER 9, 2015

A. Call To Order

B. Roll Call

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

D. Items To Be Added Or Deleted

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

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

G. Consent Calendar

1. Demands Register
2. Minutes of October 13, 2015
3. September and October 2015 Treasurer's Report
4. Approve Addendum to the Administrative Services Agreement between the City of Loma Linda Plan #301449 and ICMA Retirement Corporation to make available to participants in the Plan the VantageBroker self-directed brokerage account option through ICMA-RC's relationship with TD Ameritrade and authorize City Manager to sign
5. Appropriate \$44,000 from Traffic Mitigation fund balance, and award contract for engineering services for re-alignment of the Redlands Boulevard/California Street Intersection [**Public Works**]
6. Appropriation of \$13,400 from General Fund Balance to Facility Maintenance Fund to comply with AQMD Executive Order VR-301 and VB-401-B and award contract to implement the work [**Public Works**]
7. Agreement for Professional Services between the City and Lilburn Corporation for contract planning services, preparation of an environmental analysis, and associated technical studies, for the construction of a 3-Story, 94 room, extended stay hotel, which includes a variance request for a freestanding, freeway gateway sign and a master sign program for vacant property located at 10340 Richardson Street [**Community Development**]

H. Old Business

I. New Business

8. El Nino storm presentation [**City Manager**]
9. Appropriate \$282,000 for [**Public Works**]
 - a. \$75,000 to repair traffic signals
 - b. \$90,000 to install mitigation measures for projected El Nino storm events
 - c. \$67,000 for repairs and maintenance of City Facilities
 - d. \$50,000 for removing trees in the city
10. Council Bill #R-2015-38 – Approving associate membership in the California Enterprise Development Authority (CEDA); authorizing the City to join the Figtree PACE Program to allow the financing of renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements through the levy of contractual assessments and the issuance of improvement bonds subject to the consent of the participating owner of each lot or parcel on which an assessment is levied [**Assistant City Manager**]

J. Reports of Councilmen (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed)

K. Reports Of Officers (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council)

11. 2015 Drought Update [**City Manager**]
12. Christmas Tree Lighting Ceremony - December 7 [**City Manager**]
13. November meeting schedule [**City Manager**]

L. Adjournment



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of October 13, 2015

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of October 13, 2015.

City of Loma Linda

City Council Minutes

Regular Meeting of October 13, 2015

A regular meeting of the City Council was called to order by Mayor Rigsby at 5:37 p.m., Tuesday, October 13, 2015, in the Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu Ron Dailey (Arrived 5:59 p.m.)
Councilmen Absent:	John Lenart
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

CC-2015-077 – Workshop – Progress and status of the LLUMC Campus Transformation and FMO Parking Structure Projects

Kevin Lang introduced the item and indicated that the project was required to be completed in 2020; \$360 million was to be raised for the campus-wide project; this evening related to the Medical Center's side of the project; LLU was raising money for its portion. The complete project's cost was estimated to exceed \$1 billion.

The first phase of the seven-year project was the construction of a parking structure so that when construction of the hospital commenced, employee and patient parking could be moved to Barton and Campus Street.

Eric Schilt presented a comprehensive picture of the overall project: the parking structure and Grand Hallway, which will provide an interior corridor; then site readiness to prepare for the taking over of the entire parking lot for hospital construction; the FMO parking structure will facilitate the workers for the project, all to lead up to the new hospital project.

He indicated that the parking structure at Barton Road and Campus Street had received its permits, would house 745 spaces, and would have entrances off of Campus and the Frontage Road. The FMO parking structure was expected to be completed by November 2016 and will consist of six levels with a total of 935 parking spaces.

Mr. Schilt then showed the anticipated closed bridge over Barton Road from the FMO to the new Medical Center, which will accommodate two lanes for passing golf cart-type vehicles.

Construction is to begin on the new Medical Center and Children's Hospital in April 2016 with completion anticipated in December 2019; 351 adult beds and 277 children's beds within 16 stories with one basement floor and one heliport. Because of modifications, an amendment to the Programmed EIR is required. Support services for the new building will remain in the old building.

Next he reviewed the Central Utility Plant. A question-and answer period followed. No action was required.

CC-2015-078 – Closed Session – Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(b) – One Case

The City Council recessed to consider the closed session item as listed and reconvened at 7:06 p.m. with all members present except Councilman Lenart. The City Attorney announced that the City Council received a report relating to potential litigation and there was no action to report.

Mayor pro tempore Dupper led the invocation and Pledge of Allegiance. There were no items added or deleted; no public participation comments offered upon invitation of the Mayor and no conflicts of interest noted.

CC-2015-079 – Consent Calendar

Motion by Dupper, seconded by Popescu and unanimously carried to approve the following items. Councilman Lenart absent.

The Demands Register dated September 22, 2015 with commercial demands totaling \$515,970.14 and payroll demands totaling \$267,690.80.

The Demands Register dated September 30, 2015 with commercial demands totaling \$524,964.28.

The Demands Register dated October 13, 2015 with commercial demands totaling \$989,980.69 and payroll demands for September 24, 2014 totaling \$288,238.15 and for October 8, 2015 totaling \$291,691.09.

The Minutes of September 8, 2015 as presented.

The August 2015 Treasurer's Report for filing.

The September 2015 Fire Department Report for filing.

Declared equipment and miscellaneous items surplus and authorize disposal.

Accepted as complete and authorize recordation of a Notice of Completion for:

Pavement Rehabilitation by Slurry Seal Method at Lawton Avenue, Whittier Avenue, Bryn Mawr Avenue, Hinckley St., and Mt. View Avenue – American Asphalt South, Inc. Contractor.

Installation of Fiber Optics between City of Loma Linda and City of Grand Terrace – HHS Communications, Inc., Contractor.

Approved \$5,000.00 Opt.-In fee from Santa Ana Watershed Project Authority Water Conservation Grant

Agreement for Professional Services between the City and Lilburn Corporation for contract planning services and preparation of environmental documents and technical studies for a proposed six story parking structure and pedestrian bridge (PPD No. 15-100; GPA No. 15-102, and ZC 15-101.

New Business

CC-2015-080 - Confirming Action - Agreement between the City and the Veterans Administration for fire services to the VA Medical Center for the period of October 1, 2015 – March 31, 2016

Chief Bender presented the item, stating that the VA maintained a Fire Services Agreement with the City since the beginning of the VA Medical Center nearly 40 years ago to provide assurance that the Fire Department could maintain appropriate resources to meet the needs and response criteria of the VA Medical Center as well as to provide a form of economic impact mitigation, in that the footprint of the VA Medical Center removed 37 acres of commercial land with Barton Road frontage from the City's tax base.

He went on to explain that upon completion of the VA Medical Center, a study determined that along with other medical and educational facilities in town, over-53 percent of the City would be exempt from taxes, which clearly created a nexus for the economic impact mitigation.

The City has met the criteria for providing fire services to the VA Medical Center by making investment in the purchase of a ladder truck and a pumper as well as implementing a Hydrant Testing Program. The VA constructed a 3.2 million gallon water tank and the duck ponds to meet the water demands. Since that time, some of the duck ponds have been eliminated for structures and building; however, the City made improvements to water infrastructure and County dispatch services were improved.

The initial agreement took into consideration the contribution of the Loma Linda University Medical Center and Loma Linda University and so the cost of the Fire Services Agreement started at \$49,200 with subsequent CPI increases. Upon inquiry from the Veterans Administration, the City contracted with Revenue & Cost Specialists to conduct an analysis and to make recommendations for an updated pricing methodology. Taken into consideration was an appropriate portion of the overall cost of the Fire Department as well as a portion of lost tax revenue, which resulted in a recommended total allocation of \$234,908 per year. The new allocation will result in an annual increase of \$44,830 over the prior year's cost basis and agreement. A cost analysis would then be accomplished every five years.

The subject agreement is for a six-month period, during which time a multi-year agreement will be drafted for formal approval by the City Council. He then recommended the City Council confirm the six-month agreement which was signed by Mayor Rigsby to meet the VA's deadline.

Motion by Popescu, seconded by Dupper, and unanimously carried to approve the agreement between the City and Veterans Administration for fire services to the VA Medical Center for the period of October 1, 2015 through March 31, 2016 and to confirm the Mayor's signature. Councilman Lenart absent.

CC-2015-081 - Declare as surplus and authorize disposal of 1992 Central States Engine and Authorize purchase of fire apparatus and funding from reserves

Chief Bender presented the reports, stating that during the Budget Workshop, there was a desire to look at how the equipment was analyzed for replacement. The Department adopted a 20-year life expectancy policy, which is sometimes maintained and sometimes exceeded, depending upon the type of equipment and usage. The subject engine has exceeded its life in that the normal schedule is 15 years front line, 5 years reserve and then replace. The engine will not pass the pump rating test.

He then addressed the purchase of fire apparatus and recommended Smeal Fire Apparatus of Snyder, Nebraska as the vendor, noting that Smeal was the current fleet vendor and because of their performance and nearby warranty provider, the Department would like to continue with them. He also indicated that there was a prepay option which would save approximately \$16,500.

City Manager Thaipr stated that in addition to the \$1 million equipment reserve, a portion of the money from reimbursements for fire services from the State had been set aside for equipment replacement.

(Councilman Popescu left at 7:36 p.m.)

City Attorney Holdaway responded to questions pertaining to "Low Bid." He stated that responsibility, overall cost and other factors as far as service and possible prepayment can be taken into consideration when determining award.

Motion by Dupper, seconded by Dailey and unanimously carried to declare the 1992 Central States Engine surplus and authorize disposal; and to authorize purchase of fire apparatus from Smeal via funding from reserves. Councilmen Popescu and Lenart absent.

Reports of Councilmen

Councilman Dailey commented that because of the drought, many lawns were brown, but asked about enforcement for lack of maintenance, such as weeds and overgrown vegetation. City Manager Thaipr indicated that Code Enforcement would follow up.

Mayor Rigsby indicated that a home camera system captured a good face shot of the intruder during a home burglary. Lt. O'Brine indicated the homeowner, if he hadn't already done so, turn the video over to the Sheriff's Department.

Lt. O'Brine also stated that the Homeless Team was addressing homelessness throughout the County; in so doing, the team was in Loma Linda over the weekend to identify the homeless and offer an opportunity to discontinue the situation.

The City Council meeting adjourned at 7:17 p.m. in memory of City of Colton Fire Engineer David Lodarski who was killed in a traffic accident last week and who had provided services to Loma Linda.

Approved at the meeting _____, 2015.

City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Diana De Anda, Finance Director/City Treasurer 
SUBJECT: September and October 2015 Treasurer's Reports

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
SEPTEMBER 2015

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	1,052,605.68
Outstanding Checks as of month-end		<u>(326,213.02)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	726,392.66
 BANK OF AMERICA - PAYROLL	 \$	 3,335.15
 HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		 205,980.41
Outstanding Checks as of month-end		<u>-</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	205,980.41
 SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		 134,121.95
Outstanding Checks as of month-end		<u>-</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	134,121.95
 DEMAND DEPOSIT ACCOUNTS - TOTAL	 \$	 <u>1,069,830.17</u>

INVESTMENTS

	YIELD	
LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	0.337%	\$ 17,374,509.18
SUCCESSOR RDA	0.337%	282,855.62
SUCCESSOR RDA -Bond Proceeds		4,624,258.46
SUCCESSOR RDA -Total		4,907,114.08
HOUSING AUTHORITY	0.337%	371,252.96
INVESTMENTS TOTALS		\$ <u>22,652,876.22</u>

OTHER CASH

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

CASH AND INVESTMENTS - GRAND TOTAL **23,724,556.39**

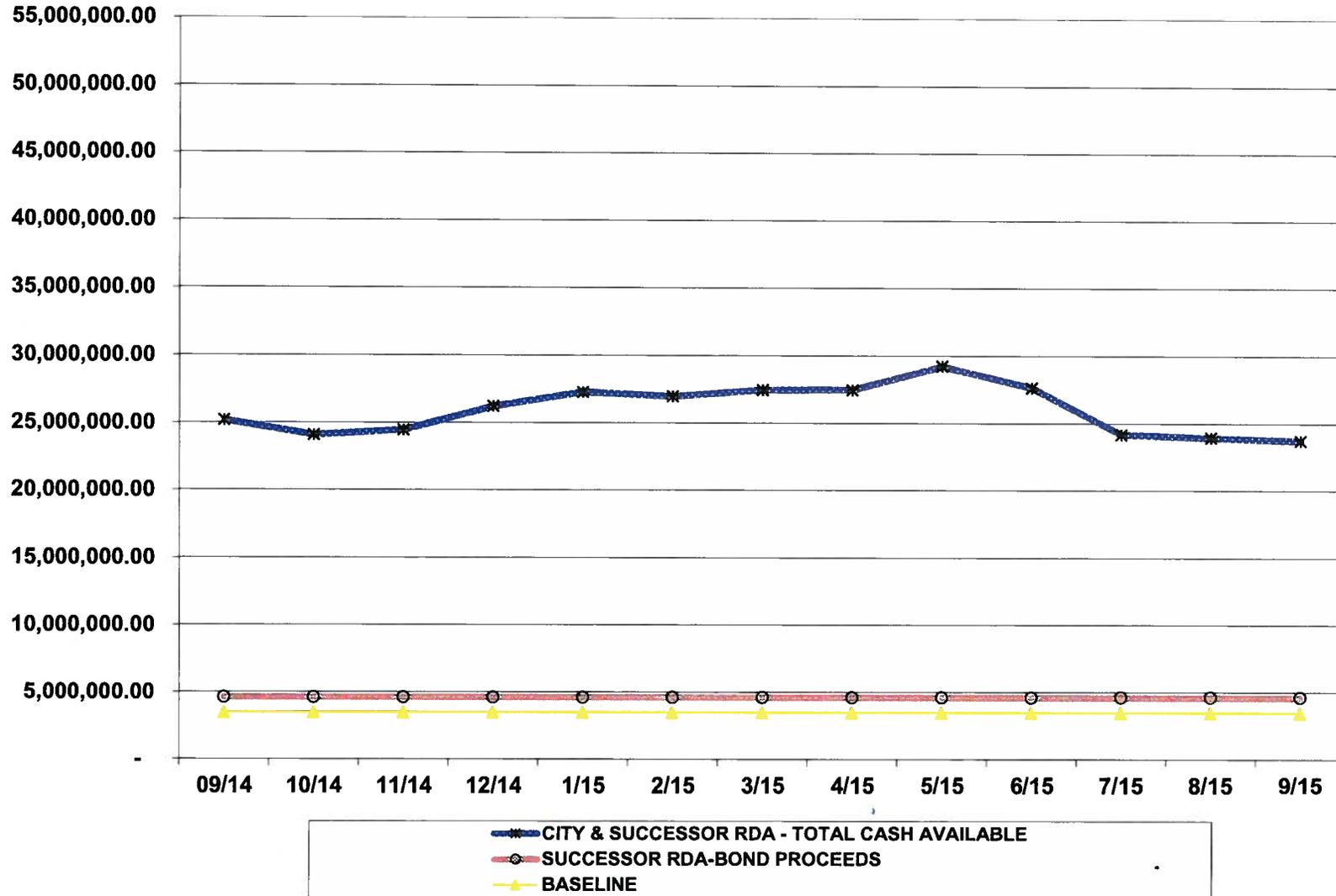
PREVIOUS MONTH **23,937,038.69**

CHANGE +/- **\$ (212,482.30)**

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


Treasurer

**CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 9/14 - 9/15**



CITY OF LOMA LINDA
COMPOSITION OF CASH
OCTOBER 2015

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	400,606.71
Outstanding Checks as of month-end		(141,823.09)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	258,783.62
 BANK OF AMERICA - PAYROLL	 \$	 50,467.65
 HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		 235,763.99
Outstanding Checks as of month-end		(3,532.80)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	232,231.19
 SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		 127,833.55
Outstanding Checks as of month-end		(4,512.56)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	123,320.99

DEMAND DEPOSIT ACCOUNTS - TOTAL \$ 664,803.45

INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)

CITY	Unavailable		\$ 16,439,544.29
SUCCESSOR RDA	Unavailable	283,107.12	
SUCCESSOR RDA - Bond Proceeds		4,627,957.87	
SUCCESSOR RDA -Total			4,911,064.99
HOUSING AUTHORITY	Unavailable		371,551.88

INVESTMENTS TOTALS \$ 21,722,161.16

OTHER CASH

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00

OTHER CASH TOTAL \$ 1,850.00

CASH AND INVESTMENTS - GRAND TOTAL 22,388,814.61

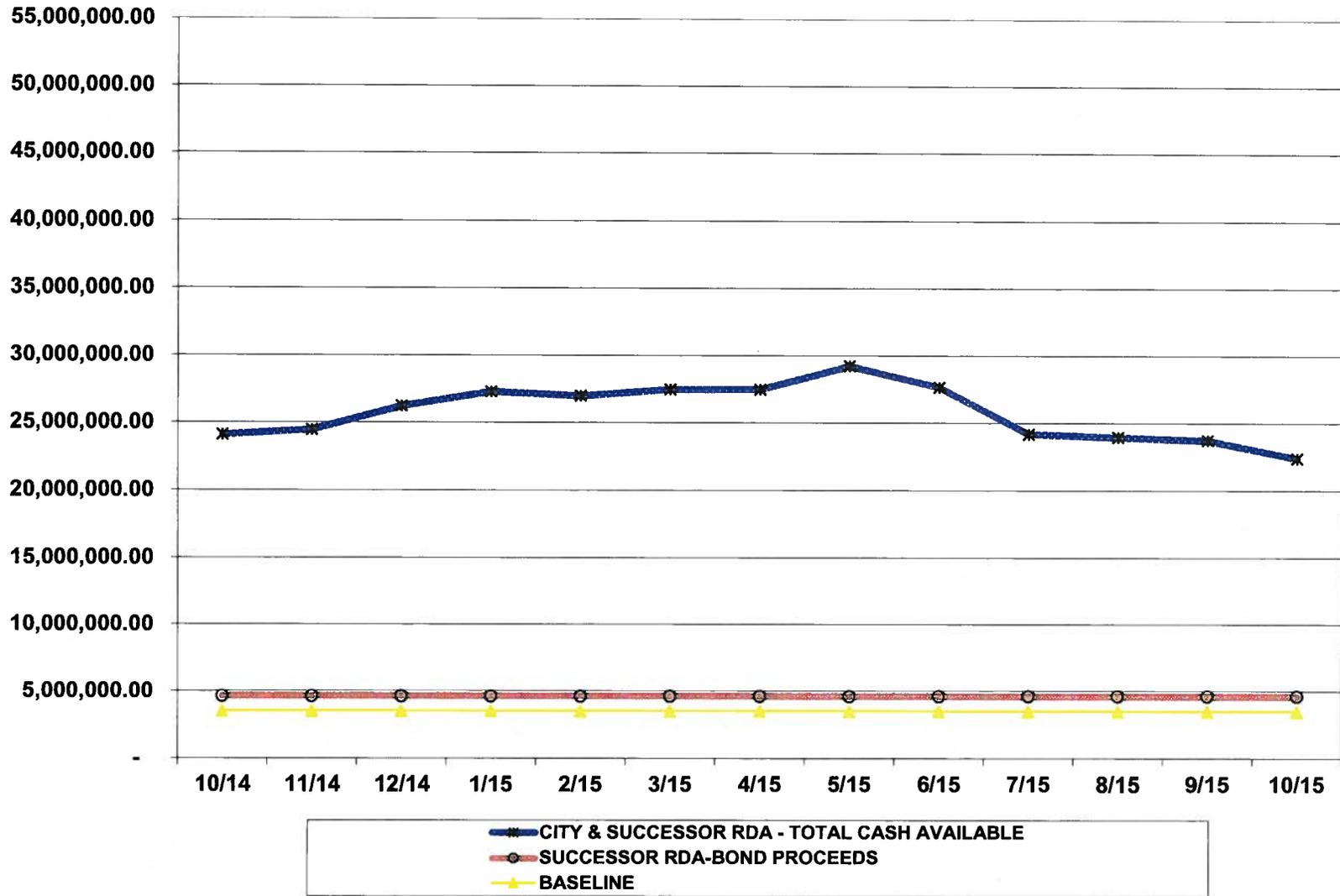
PREVIOUS MONTH 23,724,556.39

CHANGE +/- \$ (1,335,741.78)

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


Treasurer

**CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 10/14 - 10/15**





City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, , 2015
TO: City Council
FROM: Barbara Nicholson, HR Analyst/Deputy City Clerk
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Approve addendum to the Administrative Services Agreement between the City of Loma Linda Plan #301449 and ICMA Retirement Corporation to make available to participants in the Plan the VantageBroker self-directed brokerage account option through ICMA-RC's relationship with TD Ameritrade and authorize City Manager to sign

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

Recommend the City Council approve the addendum to the Administrative Services Agreement between the City of Loma Linda Plan #301449 and ICMA Retirement Corporation to make available to participants in the Plan the VantageBroker self-directed brokerage account option through ICMA-RC's relationship with TD Ameritrade and authorize City Manager to sign.

BACKGROUND

The City adopted the ICMA Retirement Corporation's 457 deferred compensation plan in February 1983. This deferred compensation plan is offered as a benefit to City employees as a supplemental retirement savings plan. The plan has been amended over the years to include part time employee participation, as well as various investment opportunities.

ANALYSIS

Several employees have requested a brokerage option be added to the City's plan to allow the purchase of mutual funds and individual stocks not in the plan lineup. After discussion with ICMA RC representatives, the attached addendum to the Administrative Services Agreement was prepared and is presented to you for approval.

FINANCIAL IMPACT

No financial impact to the City; any costs associated with participation are the responsibility of the individual participant.

ADDENDUM

SELF DIRECTED BROKERAGE ACCOUNT

This Addendum to the Administrative Services Agreement ("Agreement") between Plan 301449, City of Loma Linda ("Employer") and ICMA Retirement Corporation ("ICMA-RC") is entered into as of this ____ day of _____, 201_. The parties to the Agreement hereby agree as follows:

1. **General.** ICMA-RC will make available to participants in Employer's Plan the VantageBroker self-directed brokerage account option through ICMA-RC's relationship with TD AMERITRADE ("TDA"), a broker-dealer registered with the Securities and Exchange Commission ("SEC"). TDA will hold in each self-directed brokerage account all securities, cash and other property transferred to the account on behalf of a participant, and will disburse the same in accordance with directions of each participant electing the self-directed brokerage account option. All securities are offered by TD Ameritrade.
2. **Investment Options.** Investments under the VantageBroker account option may be made in shares of available registered mutual funds as well as exchange traded funds (ETFs), individual stocks, and fixed income securities.
3. **Account and Transfer Minimums.** The VantageBroker option will be made available to participants with an initial core account balance of at least \$35,000. The first transfer from the core account balance to VantageBroker must be at least \$5,000, and the minimum amount for subsequent transfers is \$1,000. Upon any transfer of funds to the VantageBroker account, the core account balance following the transfer must be at least \$30,000. A "core account balance" shall be a participant's total account balance, aggregated across all accounts held at ICMA-RC, excluding assets invested in VantageBroker.
4. **Account Information and Transactions.** Access to VantageBroker information and transactions can be made through ICMA-RC's website, by calling ICMA-RC, or by contacting TD Ameritrade directly.
5. **Fees.** For services provided in connection with the VantageBroker option, ICMA-RC will charge each participant who opens a VantageBroker account a one-time \$50 set-up fee. The Fees charged by TDA are set forth in TDA's account documents.
6. **Additional Compensation.** TDA may from time to time, and from monies independent of Plan assets, compensate ICMA-RC for the administrative services provided for VantageBroker accounts. Such compensation, if any, shall be fully disclosed to Employer annually.
7. **Liability for Participant Directions.** Notwithstanding any other provision in the Agreement or this Addendum, ICMA-RC shall not be liable in connection with any claim, loss, damages, or injury resulting from any participant VantageBroker account investment direction, unless RC, its officers, agents or employees have acted negligently in executing or failing to execute such direction.
8. **Limitation of Liability.** Employer has elected under this Addendum to make available to participants the option of using their VantageBroker accounts to buy, sell or hold shares of

document, correspondence, complaint, or inquiry from any regulatory authority, including, but not limited to, the SEC, FINRA, state securities departments, state insurance departments, or state banking departments concerning VantageBroker that names or refers directly or indirectly to the Employer or its employees.

12. **Confidential Information.** All information provided to ICMA-RC by the Employer or Plan participants in connection with a VantageBroker account shall be regarded by ICMA-RC as confidential and shall not be used by ICMA-RC in connection with any matter other than Plan or VantageBroker account administration without prior written consent of the Employer, or participant, as appropriate.

In Witness Whereof, the parties hereto have executed this Addendum as of the date first shown above.

CITY OF LOMA LINDA

By _____ Date _____
Signature

Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION



By _____
Erica McFarquhar
Assistant Secretary



VANTAGEBROKER™ HIGHLIGHTS

ICMA-RC's VantageBroker program provides you with access to additional investment options, including more than 13,000 mutual funds as well as ETFs and individual securities such as stocks and bonds. Brokerage services are provided by TD Ameritrade,¹ a registered broker-dealer and member of FINRA/SIPC/NFA.

Eligibility Requirements

Before you can open a VantageBroker account, you must have a total account balance (across all of your ICMA-RC plans combined) of at least \$35,000. This total balance, which excludes any assets you may have invested in VantageBroker, is referred to as your "core" account balance.

Opening an Account

Enroll online through ICMA-RC's Account Access at www.icmarc.org:

- Log into your ICMA-RC account
- Select the "Brokerage Account" menu option under the "Funds" tab
- Click the link under "Open an Account"

TD Ameritrade will provide you with an account number and you will create a Personal Identification Number (PIN) that you will use to establish a TD Ameritrade User ID and password for accessing your new brokerage account online.

If you are unable to enroll online, contact ICMA-RC and request the TD Ameritrade *Account Agreement Form for Self-Directed Brokerage Accounts for Plan Participants*.

Funding Your Account²

You fund your VantageBroker account by making transfers from your core account balance:

- The initial transfer must be at least \$5,000
- Subsequent transfers must be at least \$1,000
- Following a transfer, your core account balance must be at least \$30,000.

For example, if your core account balance is \$36,000, the maximum amount you are eligible to transfer to your VantageBroker account is \$6,000.

You can transfer money to your brokerage account through Account Access, in the same way that you would transfer money to other available investments.



Assets you transfer to the brokerage account, and proceeds from the sale of securities within the account, will be automatically invested in the **TDAM Money Market Portfolio**.

An investment in a money market fund, such as the TDAM Money Market Portfolio, is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Fund.

Investors should carefully consider the investment objectives, risks, charges, and expenses of any money market mutual fund before investing. To obtain a prospectus containing this and other important information, please visit www.tdameritraderetirement.com or call a TD Ameritrade representative at 866-766-4015. Please read the prospectus carefully before investing.

ICMA-RC Fees/Charges

A one-time \$50 setup fee is charged when your VantageBroker account is established. The fee is deducted directly from your core account at ICMA-RC.

TD Ameritrade Fees/Charges

For a complete list of brokerage account fees and charges, please refer to [TD Ameritrade Commissions and Service Fees](#) document. All TD Ameritrade fees are deducted directly from your brokerage account.

¹ ICMA-RC and TD Ameritrade are separate, unaffiliated companies and not responsible for each other's services or policies. TD Ameritrade, Inc. and TD Asset Management USA Funds Inc. are affiliated through their parent companies. TDAM Money Market Portfolio is a series of TD Asset Management USA Funds Inc. SEI Investments Distribution Co., not affiliated with TD Asset Management USA Funds Inc., acts as distributor. Brokerage services are provided by TD Ameritrade, Inc. a registered broker-dealer and member of FINRA/SIPC/NFA. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and the Toronto-Dominion Bank. Used with permission.

² The minimum requirements may differ for some plans. Please check with your employer or ICMA-RC.

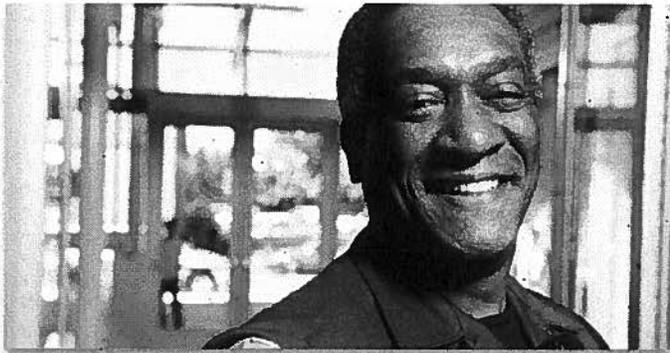
While assets may generally be transferred to your brokerage account from any core account investments, certain stable value funds may prohibit direct (or indirect) transfers to the TDAM Money Market Portfolio.

Brokerage Account Transactions

To execute trades:

- Log into ICMA-RC account using your ICMA-RC User ID and password
- Select the "Brokerage" menu option under the "My Account View" tab
- Click the link provided to access the TD Ameritrade login screen
- Enter your TD Ameritrade User ID and password

Alternatively, you may use your TD Ameritrade User ID and password at www.tdameritraderetirement.com or call TD Ameritrade at 866-766-4015.



Withdrawals

To withdraw funds in your brokerage account, you must first transfer the assets back to your core account. You may not withdraw assets directly from your VantageBroker account.

You can transfer money from your brokerage account to your core account funds through Account Access, in the same way that you would transfer money to other available investments. However, only assets in the TDAM Money Market Portfolio can be transferred back to your core account funds, and, if applicable, only after settlement of securities you sell is complete, which may take up to three business days.



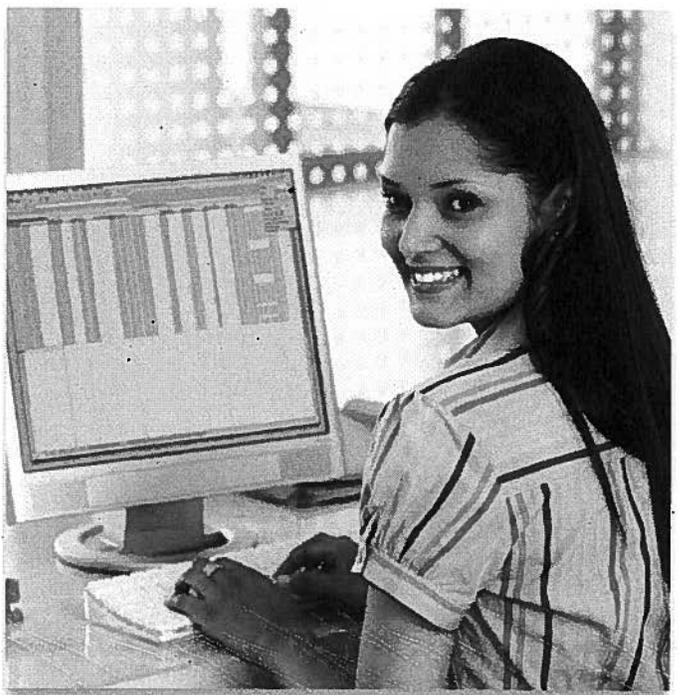
Transaction Confirmations & Statements

ICMA-RC will send you transaction confirmations when you move funds from your core account to your brokerage account or from your brokerage account to your core account. TD Ameritrade will send you confirmations of any transactions within your brokerage account.

ICMA-RC's quarterly statements will include the total value of your VantageBroker account, but the details of the underlying investments within the account will be provided on separate statements from TD Ameritrade. TD Ameritrade will send a separate monthly statement if any activity occurred within the account during the month. Otherwise, TD Ameritrade will send statements to you on a quarterly basis.

Additional Information

If you have any questions about your VantageBroker account, please call TD Ameritrade at 866-766-4015, Monday through Friday, from 8:00 a.m. to 7:00 p.m. Eastern time.



Please note that you bear the ultimate responsibility for selecting investments within your brokerage account. ICMA-RC, the plan sponsor, and TD Ameritrade will not provide you with any advice concerning your individual investment selections.

AC: 11961-0212-5468

PO Box 2226 ■ Omaha, NE 68103-2226
 Fax: 800-914-8980

1. COMMISSIONS & TRANSACTION FEE

Please note: Your Plan may restrict certain investments and not all commissions shown may be applicable.

Stocks & ETFs¹

Trade Unlimited Shares (market, limit, and stop orders)	Price
• Commission-Free ETFs ²	No Commission
• Internet orders	\$9.99
• Interactive Voice Response (IVR) phone system orders	\$14.99
• Broker-assisted orders	\$24.99

- Orders executed in multiple lots on the same trading day will be charged a single commission. When an order is partially executed over multiple trading days, the order is subject to a separate commission charge for each trading day.
- To trade commission-free ETFs, you must be enrolled in the program. If you sell an eligible ETF within 30 days of it being purchased commission-free, a short-term trading fee will apply.

Options

Options ³	Price
• Options ³	\$9.99 + \$0.75 per contract

- Option Exercises and assignments will incur a \$19.99 commission.

Options involve risks and are not suitable for all investors. On a Self-Directed Brokerage Account (SDBA), options trading level is dependent on Plan approval. To apply for options trading privileges, please complete the TD Ameritrade Plan Participant and Plan Trustee Account Upgrade Form. Some accounts, such as options-approved accounts, are required to receive monthly statements either electronically (free) or via U.S. mail.

Mutual Funds

Fund Type	Price
• No Load	\$25
• Load	No Fee ⁴
• NTF	No Fee ⁵

- The Fund Family will charge fees as detailed in the fund prospectus.
- No-Transaction-Fee (NTF) mutual funds are no-load mutual funds for which TD Ameritrade does not charge a transaction fee. NTFs, as well as other funds, have other continuing fees and expenses described in the fund's prospectus. TD Ameritrade receives remuneration from fund companies for record-keeping, shareholder and other administrative services. The amount of remuneration is based in part on the amount of investments in such funds by TD Ameritrade clients. Almost all funds held 90 days or less will be subject to a short-term redemption fee of \$49.99. This fee is in addition to any applicable transaction fees or fees described in the fund's prospectus.

Fixed-Income⁶

- All buy orders for bonds are subject to a five-bond (\$5,000 par value) minimum.
- Treasuries at Auction \$25 Flat Fee
- Online CD buy orders are subject to a two-CD (\$2,000 par value) minimum.
- TD Ameritrade may act as principal on any fixed-income transaction. When acting as principal, we will add a markup to any purchase and subtract a markdown from every sale. This markup or markdown will be included in the price quoted to you.

2. FEE SCHEDULE⁷

TD Ameritrade offers low commissions, but some services require additional charges.

Reorganization Fees

Deposit ⁸ : \$25	Mandatory ⁹ : \$20
Non-mandatory and tender offers ¹⁰ : \$30	Withdrawal from tender offer ¹¹ : \$10

Duplicate Statements and Confirmations

\$5 per copy (no charge for electronic documents)

Research Fee¹²

\$60 per hour

Alternative Investments Fees¹³

Alternative Investments include limited partnerships, private placements, restricted securities, and other assets not traded on a national market.
 Per-Transaction Fee: \$100 Custody Holding Fee: \$250 per year per asset

Fees charged may vary by program, location, or arrangements. Additional fees may apply to certain plans. Please contact your TD Ameritrade representative for further information. Fees are subject to change upon 30 days' notice to you. All prices shown in U.S. dollars.

- All service fees subject to change. TD Ameritrade reserves the right to pass-through Regulatory Fees, foreign transaction taxes, and other fees to client accounts, which may be assessed under various U.S. regulations or imposed by foreign governments. Fees may include any of the following: a sales fee on certain sell transactions (assessed at a rate consistent with Section 31 of the Securities and Exchange Act of 1934), the Options Regulatory Fee (applicable to options transactions), and foreign transaction taxes and fees, among other charges.
- Applies when a security has gone through a mandatory reorganization before the certificate is deposited into an account.
- Applies when a security has gone through a mandatory reorganization for all shares held in an account, including those pending trade settlement, on the effective date of the reorganization.
- Applies when a client chooses to participate in a non-mandatory reorganization offer.
- Applies when a client chooses to withdraw from a non-mandatory reorganization offer.
- Research is conducted subsequent to specific and usually disputed account activities.
- TD Ameritrade may, at its discretion, allow alternative investments to be received into the account, subject to applicable fees. Such assets will be held for liquidation purposes only.

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*

SUBJECT: Appropriate \$44,000 and Award Contract to Prepare California Avenue & Redlands Boulevard Street Improvement Plans

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

It is recommended that the City Council approve appropriations from Traffic Mitigation fund balance of \$44,000 into Account No. 12-5340-8500. Then, it is recommended that the City Council award a contract in an amount not to exceed \$66,565 to Goodman & Associates of Colton, CA to prepare the improvement plans and approve a contingency amount of \$7,000.00 ($\pm 10\%$).

BACKGROUND:

This project is on our Capital Improvement Program Projects list that was approved by City Council. The original plan set, approved 20 years ago, needs to be updated and extended to meet current conditions. Development and traffic congestion south of this intersection will be mitigated and improved. The recently reopened elementary school, Mission School, has added to the traffic impacts in both morning and afternoon peak periods.

ANALYSIS:

Four qualified engineering firms were invited to a mandatory pre-proposal meeting. All four submitted very competitive proposals. A review and scoring of the proposals was undertaken by staff. Goodman & Associates provided a proposal that best fit the needs of the City. This firm has satisfactorily performed similar work for the City in the past.

FINANCIAL IMPACT:

Appropriate \$44,000 from Traffic Mitigation fund balance into Account No. 12-5340-8500 then funding will be available



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director TJT

SUBJECT: Approve Appropriation of \$13,400 from General Fund Balance to Facility Maintenance Fund to Comply with AQMD Executive Order VR-301 and VR-401-B and Award Contract to Implement the Work.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of \$13,400 from General Fund balance into Facility Maintenance Fund to comply with AQMD Executive Order VR-301 and VR-401-B. Then, it is recommended that City Council award a contract to Tafoya & Associates for \$12,151.00 and authorize a contingency of \$1,249.00.

BACKGROUND

The City has been notified by the South Coast Air Quality Management District (AQMD) inspector that we are currently out of compliance concerning the aboveground fuel storage tanks housing gasoline products.

ANALYSIS

Staff requested quotations from contractors specializing in this type of work. Three (3) responses were received as follows: Tafoya & Associates - \$12,151.00 for both tanks; Fuel Pros Inc. - \$12,605.40 for both tanks and; P.F. Services, Inc. - \$8,225.00 for one tank (extrapolate to \$16,450.00 for both tanks). The lowest bidder, Tafoya & Associates of Chino Hills, CA is licensed, bonded and in good standing with the California State Contractor License Board. The AQMD notice requires timely action, documentation and re-testing. This work will bring us into compliance with phase 1 for the existing vapor recovery systems for our aboveground gasoline storage tanks. A contingency amount of \$1,249.00 is requested for unforeseen issues encountered during construction.

FINANCIAL IMPACT

Appropriate \$13,400 from General Fund balance into expenditure Account No. 01-3200-1300.



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Request for Approval of an Agreement for Professional Services

Approved/Continued/Denied
By City Council
Date _____

between the City and Lilburn Corporation for contract planning services, preparation of an environmental analysis, and associated technical studies, for the construction of a 3-Story, 94 room, extended stay hotel, which includes a variance request for a freestanding, freeway gateway sign and a master sign program for vacant property located at 10340 Richardson Street.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Professional Support Services with Lilburn Corporation to prepare the staff report, environmental analysis, including associated technical studies for the 3-story, 94 room extended stay hotel; and,
2. Approve the use of funds to be deposited in the amount of \$41,734 (includes 10% contingency fee) as a pass through fee paid for by the applicant to cover the costs of contract planning services, environmental analysis, and associated technical studies.

BACKGROUND

On October 7, 2015, planning staff sent out a Request for Proposal to provide contract planning services and to prepare to process the Conditional Use Permit application, environmental, and associated technical studies for the extended stay hotel and signage program. Staff sent out four requests for proposals and received proposals from three consultants and rated each one on their scope of work, time of completion, and cost estimates, and based on these factors, Lilburn Corporation was selected.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Lilburn Corporation to process the Conditional Use Permit, Variance, and Master Sign Program applications, environmental analysis, and associated technical studies for the project will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

ATTACHMENT

1. Scope of Services and Cost Estimate

CC AGENDA ITEM 7

**PROPOSAL FOR CONSULTANT SERVICES
EXTENDED STAY HOTEL, LOMA LINDA**

Approach and Scope of Work

Our methodology for preparation of the technical studies, CEQA Initial Study, and project planning staff, as requested in the City's RFP is described herein. Our scope of work will lead to the City's adoption of a CEQA document that will provide for future development of the project site as designed. The City currently expects that the proposed project would comply with CEQA with preparation of technical studies and an Initial Study/Mitigated Negative Declaration.

Our overall approach is summarized below. Following this summary, the tasks required are described in detail.

- Meet with City and Applicant to Review Proposed Project
- Prepare a Comprehensive Project Description for use in the Initial Study
- Prepare Technical Studies Requested:
 - Traffic Impact Study
 - Noise Study
 - Air Quality/Greenhouse Gas Assessment
- Develop a Draft Initial Study
- File Notice of Intent (NOI) and Submit Initial Study to Responsible and Interested Parties for Public Review Period
- Mail a Notice of Availability to surrounding Property Owners
- Review and Discuss Comments Received on Document; Determine Need for Responses
- Prepare Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City adoption
- Prepare Final Negative or Mitigated Negative Declaration
- Prepare Staff Reports
- Present Findings to Planning Commission and City Council

TASK 1: MEET WITH PROJECT APPLICANT AND CITY; REVIEW PROPOSED PROJECT AND OBJECTIVES

The purpose of this task is to collect and review all pertinent background data necessary to conduct the environmental analysis. It will be necessary to obtain sufficient design detail and site disturbance information in order to conduct an adequate environmental evaluation. We will require at a minimum, the Proposed Project's hydrology study, Storm Water Pollution Prevention Plan, Water Quality Management Plan, grading plan, and landscape design. We will obtain from the Applicant, any other focused technical studies that should be incorporated into the Initial Study.

This task will also include a site visit to assess and document surrounding land uses as well as current site conditions.

TASK 2: DEVELOP PROJECT DESCRIPTION

In this task we will prepare a Project Description for use in the Initial Study and for initiating the technical reports. The Project Description will be developed in cooperation with City staff and the Applicant. The Project Description will include a summary of the project as proposed, a discussion of the site plan, and graphics. The graphics prepared for use in the Initial Study will be based in part on exhibits prepared to date by the project designers and engineers. Final approval of the project description will be provided by the City.

TASK 3: PREPARE TECHNICAL REPORTS

Task 3.1: Focused Traffic Study

The focused traffic analysis will consist of preparing an objective report adequate for the City's review of the proposed project. The report will be prepared in accordance with accepted professional transportation engineering standards. The final illustrated report will summarize the focused traffic analysis findings, methodology, and supportive data. It will quantify existing traffic conditions, traffic conditions upon project completion, and recommend mitigation measures. Specifically, the focused traffic analysis will consist of: (1) discussing the project description with the City and receiving concurrence regarding the number of intersections and roadway segments to be analyzed; (2) conducting a field survey; (3) documenting existing traffic conditions; (4) determining project trip generation; (5) distributing the project trip generation to the street system; (6) determining the project's traffic impacts in relation to Measure V; (7) examining internal circulation including emergency vehicle access; and (8) mitigating the impacts. Mitigation measures will include roadway sizing recommendations, intersection controls, and special treatments such as left turn pockets and right turn lanes as might be required by the project.

The focused traffic analysis will include calculation of intersection delay utilizing the Highway Capacity Manual (HCM) at up to six (6) intersections in the project vicinity during the peak hours for existing conditions as well as with the proposed project. This includes the four intersections evaluated for the Holiday Inn Express, one intersection to the north, and the site access at Richardson. Following discussions with City staff, the number of intersections to be included may increase or decrease.

Deliverable: Traffic Impact Analysis Report.

Task 3.2: Noise Assessment

The FHWA highway noise model ("FHWA Highway Traffic Noise Prediction Model," FHWA-RD-77-108) will be used to describe existing noise levels in the project vicinity. We will make four short-term noise measurements near the project site to establish the ambient noise levels. Residential areas are located south of the project site and include single-family homes. Community noise standards relevant to this project are contained in the City of Loma Linda Noise Element and Noise Ordinance. Standards for the jurisdiction will be summarized and their relevance to the project discussed.

The potential noise impacts can be divided into short-term construction noise and long-term impacts on surrounding land uses. We will determine short-term noise impacts due to

construction noise. The types of construction equipment that will likely be used and the duration of construction will be identified. Typical construction noise levels will be presented for nearby areas. The projected noise levels will be compared to the Noise Ordinance limits and to ambient noise levels to determine noise impacts. The application of the City Noise Ordinance to control construction noise will be discussed.

We will determine long-term noise impacts due to the project-generated traffic. The noise impacts associated with the project's traffic on adjacent land uses will be assessed in terms of the CNEL noise scale. The increase in noise levels due to the project will be determined. Areas that will experience a significant noise increase will be identified. For the project scenario, the absolute noise levels experienced in these areas will then be determined, and the resulting land use/noise compatibility discussed. The projected noise levels will be compared to the ambient noise levels and the requirements of the Noise Ordinance to determine impacts.

As necessary, mitigation strategies will be identified as needed for the control of noise levels generated by the project. We will specify any measures to mitigate traffic noise levels at the project site. Measures will be developed as necessary to mitigate off-site noise impacts.

Deliverable: Noise Assessment Report.

Task 3.3: Air Quality/Greenhouse Gas Assessment

An emissions inventory for criteria pollutants and an assessment of the estimated emissions as compared to existing South Coast Air Quality Management District (SCAQMD) CEQA significance thresholds will be prepared upon completion of the Traffic Impact Study. The inventory will be based on a short-term construction phase, the number of project-related vehicle miles driven, and the operational elements of the proposed project. The estimated emissions will be calculated using the SCAQMD computer model CalEEMod. The potential project and cumulative emissions will also be analyzed for consistency with the current Air Quality Management Plan and the City's General Plan. Depending on the degree of the potential impacts, mitigation measures will be recommended for implementation. These measures will reduce potential emissions. These would mainly be complying with standard measures required to control construction dust and reduce exhaust emissions.

The CalEEMod model generates emissions from construction activities, vehicular usage, and from operational activities for each of the gases that make up the group of pollutants that are believed to contribute to the greenhouse effect. Carbon dioxide (CO₂) is the major pollutant of concern for most greenhouse impacts. Electrical generation and natural gas combustion emissions are included in the operational emissions. If specific usage rates are provided by the Engineer or Architect, they will be used for the projections; otherwise general estimates from the CalEEMod will be used to estimate natural gas and electricity consumption. The South Coast Air Quality Management District's 3,000 MTCO₂e threshold of significance will be used to compare the projected emissions for determining the level of significance. Compliance with greenhouse gas (GHG) voluntary reduction strategies will be determined to allow project operations to be in compliance by reducing (to the extent feasible) global climate change. Potential conditions of approval that may also be required to reduce project GHG emissions as suggested by the California Air Resources Board would be reviewed for their applicability to the proposed project and any applicable measures would be presented for the City's consideration.

Deliverable: Air Quality/Greenhouse Gas Assessment Report.

TASK 4: PREPARE INITIAL STUDY AND NOTICES

Based on the findings of the technical studies prepared and reviewed, and the information contained in the Project Description, we will prepare a screen check Draft Initial Study to evaluate all potential environmental impacts associated with the proposed project. We will utilize the City's format for an Initial Study.

We will submit three copies (and one CD) of the screen check Initial Study/Environmental Checklist to the City for review. The City will then make the determination as to whether the Negative Declaration/Mitigated Negative Declaration is ready for public review. Following completion of the review by staff, we will revise the document as necessary.

Lilburn Corporation will compile a distribution list of responsible and trustee agencies that should receive a copy of the Initial Study along with a Notice of Intent (NOI) to Adopt a Negative Declaration. We will also prepare a Notice of Availability (NOA) for the City's distribution to any additional agencies and interested parties, as well surrounding property owners.

TASK 5: PREPARE FINAL DOCUMENTS

Upon completion of the environmental analysis we will prepare a Mitigation Monitoring and Reporting Program (MMRP) to include mitigation measures identified in the screen check Draft Initial Study and as a result of public input. Mitigation Measures may be amended or supplemented as a result of public comments received and City responses to comments. Five copies (and one CD copy) of the Draft MMRP will be provided for staff's internal review and comment.

The MMRP will be prepared in the City's preferred format and will contain at a minimum:

- Description of impact to be mitigated.
- Mitigation measure.
- Action to be taken to verify fulfillment of the measure.
- Identity of the agency and/or department responsible for implementing the action.
- Presentation of one mitigation measure per page of the MMP.

Once the MMRP is approved, we will provide one copy on CD and master copy to the City. The MMRP will be considered along with the Negative Declaration for adoption by the City Planning Commission and City Council.

TASK 6: STAFF REPORT AND ASSISTANCE

We will provide a project summary, CEQA findings and the staff report for inclusion in agenda packets of both the Planning Commission and the City Council. Lilburn Corporation will provide drafts of the staff reports and public hearing presentations to City staff for review. Final versions will incorporate any comments from staff.

TASK 7: PUBLIC HEARINGS

Coordination with City staff will be regularly initiated via telephone and email to discuss results of analyses, resolve scope of work conflicts, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. We do not anticipate a need for meetings with staff following the kick-off meeting.

We will make the staff presentation at up to two public hearings scheduled for consideration of the project.

Project Schedule

The schedule we propose is based on an assumed contract approval date of November 10, 2015. This provides for adoption of a Mitigated Negative Declaration in March 2016. This assumes that changes to the project proposal are not made after we begin work. The schedule for the completion is however flexible and can be shortened or lengthened depending on a number of factors including the amount of time the City will need to review the technical studies and provide input, and the number of comments received on the Draft Initial Study.

Milestones for each of the major tasks identified in our Scope of Work are shown on the following schedule (Table 3). We are committed to meeting these milestone dates assuming no constraints to the schedule occur that are outside of our control. Key personnel listed in this proposal will be assigned to the project. All personnel have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

**Table 3
Project Schedule for CEQA and Planning Services
Extended Stay Hotel**

Tasks	Duration	Target
Site Visit, Kickoff Meeting	1 day	November 11, 2015
Prepare Project Description	1 week	November 18, 2015
Prepare Focused Studies	5 weeks	December 23, 2015
Complete Initial Study	7 weeks	January 7, 2016
City Review of Initial Study	1 week	January 14, 2016
Revise Initial Study per City Comments and Print Copies of IS for Noticing/Circulation	1 week	January 21, 2016
Public Review Period ¹	20 days	Jan 27 – Feb 15, 2016
Prepare MMRP, Notices, and Staff Report	2 weeks	February 22, 2016
1 st PC Public Hearing		March 2, 2016

¹ No State agency permits are anticipated and therefore public review period is not required to be conducted by State Clearinghouse and can be 20 days rather than 30 days.

Availability of Personnel/Work Plan

Lilburn Corporation staff size currently totals ten employees. We have historically maintained a backlog of project work equivalent to 12 – 18 months of revenue; our current backlog of project work is equivalent to 6 months. We are therefore able to commit to project schedules that are on a fast track.

All Lilburn Corporation project personnel are involved in the preparation and production of environmental analyses and land use permitting documents. Most staff members have expertise in several different areas and are able to serve as key staff or project managers. Each CEQA or NEPA document requires specific staffing plans that may range from two to five staff. The majority of CEQA Initial Studies we prepare are completed by a Senior Environmental Analyst with oversight and QA/QC provided by a Project Director. For this project, the organization chart shown as Figure 1 indicates the resources that will be made available to this project.

For all work products associated with the project, Lilburn Corporation will be the key point of contact for City staff and will be responsible for the quality and timeliness of all subconsultants' work products. Following the initial kick-off meeting, confirmation of the project description, and discussions with City staff, Lilburn Corporation's Key Project Team Members will confirm the scope of the project to minimize future logistical problem that may lead to Change Orders.

Lilburn Corporation assigns a Principal of the firm to all projects to provide quality control/quality assurance. All documents are reviewed for technical accuracy and completeness before submittal to the client for review. The principals of the firm each have over 36 years of professional experience and each have over 30 years of experience working on environmental compliance projects in southern California.

Project Cost

The estimated costs to complete the tasks described above are shown in the following Table 4. The total fee is estimated from the number of hours estimated for each employee classification and subconsultant costs per task. The total estimated cost for completion of the project is **Thirty-seven Thousand Nine Hundred Forty Dollars (\$37,940.00)**. This cost estimate provides for meeting attendance, travel costs, and document reproduction, as noted in the Scope of Work. Hourly fees by labor classification include salary plus 167% overhead which covers benefits, payroll taxes, indirect labor/expenses, other direct costs, plus an average 10% profit margin.

We propose to initiate a meeting with City staff to discuss the various assumptions included in our proposed Scope of Work in order to determine a negotiated contract price. The purpose of this meeting would be to finalize the terms and conditions of the contract.

The hourly billing rates included on the cost Table 4 and on Lilburn Corporation's Rate Schedule (Table 5) become effective at the initiation of this project and will be valid through the estimated duration of the project or for a period of 18 months, whichever is shorter.

Table 4
Cost Estimate for Planning and Environmental Consulting Services
Proposed Extended Stay Hotel
City of Loma Linda

COST CATEGORY ¹	LABOR										TOTAL ESTIMATED COSTS	
	Principal/Project Director \$175/hr.	Project Manager \$125/hr.	Sr. Environmental Analyst \$125/hr.	Env. Analyst/Planner \$80/hr.	Senior CAD Designer \$105/hr.	Word Processor \$85/hr.	Labor Subtotal		Other Direct Costs	TOTAL ESTIMATED COSTS		
							Hours	Costs				
TASKS												
Task 1: Kick-off Meeting/Application Review	2	2						4	\$600			\$600
Task 2: Project Description	1	3			4	1	9		\$1,055			\$1,055
Task 3: Prepare Air Quality/GHG, Noise, & Traffic Studies	1		28				29		\$3,675	\$16,280 ^a		\$19,955
Task 4: Prepare Initial Study & Notices for Public Review	2	40		36	2	6	86		\$8,950			\$8,950
Task 5: MMRP & Final IS		4		4			8		\$820			\$820
Task 6: Staff Report, Assistance, & Hearing Presentations	2	36				4	42		\$5,190			\$5,190
Task 7: Public Meetings (2)	4	4				2	10		\$1,370			\$1,370
TOTAL TASKS	10	87	28	40	6	13	188		\$21,660	\$16,280		\$37,940

^a Kunzman Associates: Noise \$4,730; Traffic \$11,550 including 10% Administrative Mark-up

Contract Management

Lilburn Corporation will comply with the standard provisions of the City's Professional Services Agreement. The RFP is incorporated in its entirety as part of this proposal and we agree to its use in development of a Professional Services Agreement between the City and Lilburn Corporation. We take no exception to any existing City contract terms.

I:\PROJECT FILES\CUP\2015\CUP 15-135 - Towne Place Hotel\CC 11-10-15 (Award Contract).doc



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.

SUBJECT: Approve Appropriation Requests

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that City Council approve a total appropriation of \$282,000.00 as follows:

- 1) Appropriate \$75,000 from General Fund balance to repair traffic signals;
- 2) Appropriate \$90,000 from General Fund balance to install mitigation measures for projected El Nino storm events;
- 3) Appropriate \$67,000 from General Fund balance to the Facilities Maintenance Account for Repairs and Maintenance of City Facilities; and
- 4) Appropriate \$50,000 from General Fund balance for removing trees in the city.

BACKGROUND

The requested appropriations are to address deferred maintenance items, preparation for anticipated El Nino storm events in the City, and deferred maintenance repairs within the city.

ANALYSIS

- 1) We have experienced substantial outages and other electrical problems with the traffic signals at Barton Road and Mountain View Avenue and at Barton Road and Campus Street. An investigation revealed damaged wiring in conduits possibly due to the 2010 flooding event. Our traffic signal maintenance contractor is in the process of repairing these intersections;
- 2) In preparation for the likely El Nino storm events this winter staff is proposing two projects. One project is adding rock filled Gabion walls at the mouth of several small watersheds within the South Hill Preserve to create debris catchments and to purchase

CC AGENDA ITEM 9



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 10, 2015

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Council Bill #R-2015-38 – Approving associate membership in the California Enterprise Development Authority (CEDA); authorizing the City to join the Figtree PACE Program to allow the financing of renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements through the levy of contractual assessments and the issuance of improvement bonds subject to the consent of the participating owner of each lot or parcel on which an assessment is levied [Assistant City Manager]

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

Adopt Council Bill #R-2015-38 joining the California Enterprise Development Authority (CEDA) as an Associate Member and authorizing CEDA, through Figtree Financing, to offer their program and levy assessments within the City of Loma Linda.

BACKGROUND

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

Figtree is a private PACE financing companies operating in the United States today. The Figtree PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through an owner’s annual property payment with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full.

By encouraging City residents and business owners to use energy and water more efficiently, and by developing and supporting renewable energy to power buildings, the PACE program supports the City’s ongoing efforts to bolster the local economy, create new green jobs, and improve quality of life. Adopting the PACE program also supports the City’s climate action plan goals and by helping our residents secure a more sustainable future.

ANALYSIS

The Figtree Program is being proposed to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. The program is offered through the California Enterprise Development Authority (CEDA), created by the California Association for Local Economic Development (CALED). There are currently over 100 cities and counties participating in the PACE program.

If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

Another important factor to note regarding the proposed Program is that it is completely non-exclusive; meaning other viable PACE programs would be allowed to operate in the City. There are other PACE programs currently being developed and in varying stages of implementation and it is important to note that adoption of the Program would not preclude the City from implementing other programs. The inclusion of competing programs would provide greater options and potentially greater benefits to the property owners in the City. When these other viable programs are ready to be implemented, they may be brought before Council for consideration.

In July 2010, the Federal Housing Finance Agency (FHFA) announced its opposition to PACE financing programs. FHFA's rationale for opposing PACE programs is based on the senior lien status afforded by California law to PACE transactions. In the event of a default, borrowers could be required to repay PACE lenders prior to repaying their original mortgage lenders. FHFA fears that this priority in repayment could make mortgages on properties participating in PACE more risky for mortgage lenders. Since 2010, the State of California in conjunction with PACE providers has taken several actions to ensure PACE does not pose a risk to the mortgage industry.

To address these concerns, the Program incorporates the following measures and requirements into its residential PACE program:

- **Maintains a 15 Percent Equity Requirement:** Maintaining minimum equity requirements for participating property owners limits the risk lenders by ensuring there is sufficient equity in the property from which a PACE assessment can be paid in the event of default. This equity cushion ensure both lenders and PACE programs will be able to recover their investments.
- **Limits Assessments to 10 Percent of Property Value:** Limiting the assessment amount is another way to limit the risk to lenders. Combined with equity requirements, the 10% limitation provides a great deal of protection to lenders.
- **Evaluates Past Payment History:** Looking at a property owners past property tax payment history screens out many of the property owners who are likely to default on their property tax payments in the future. This screening also reduces the risk exposure to both PACE bondholders and mortgage lenders.
- **Checks Borrower Credit Histories for Bankruptcies:** Again, this type of screening eliminates from eligibility property owners who are likely to default on their property tax payments in the future.
- **Will Participate in California's Loan Loss Reserve Program:** The State's Loan Loss Reserve Program will provide additional protection to mortgage lenders for any lost cash outflows as a result of PACE assessment payments. Figtree will participate in the Loan Loss Reserve Program

as soon as Figtree's statewide residential program launches in 2015. Figtree also suggest the County's PACE program join this reserve program.

ENVIRONMENTAL

There is no environmental impact, and is not a project as defined by CEQA.

FINANCIAL IMPACT

The intent of the Figtree Program is to provide a "turn-key" operation with no City funds required and very limited staff time necessary. There will be no monetary impact to the City's budget; however, minimal staff time will be required to assist with the implementation of the program.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF LOMA LINDA; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Loma Linda, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual

assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Loma Linda, hereby finds, determines and declares as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other

applicable provisions of California law in order to accomplish the valid levy of assessments; and

- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Konrad Bolowich, Assistant City Manager, (909) 799-2895, kbolowich@lomalinda-ca.gov].

Section 12. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 14. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this _____ day of _____, 201_ by the following vote, to wit:

AYES:	Councilmembers _____
NOES:	Councilmembers _____
ABSENT:	Councilmembers _____
ABSTAIN:	Councilmembers _____

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, Clerk

APPROVED AS TO FORM:

Richard E. Holdaway, City Attorney

CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF _____

I, _____, Clerk of the City of _____, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of _____ duly and regularly held in the Council Chambers, - _____, on ____ __, 201_, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this ____ day of _____, 201_.

City Clerk
City of _____

EXHIBIT A

CEDA Resolution of Intention

RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE CITY OF LOMA LINDA

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the City of Loma Linda (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most

commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the ~~County~~ **City** pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located ~~within a City~~ within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the

Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

EXHIBIT B
Indemnification Agreement

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE CITY OF LOMA LINDA AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Loma Linda, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement

to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the City:

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

City Attorney

Public Entity Name

By _____

Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____

Name: Mahesh Shah

Title: CEO

Date: _____

and stage K-rail at potential drainage ways. The second project is to enhance and extend the storm drain system in the south parking lot of Elmer Digneo Park. The corner of Orange Grove Street and Van Leuven Street is an overflow point that may eventually contribute to the storm drain issues experience by Loma Linda Academy;

- 3) Facilities maintenance has been deferred during the recent economic downturn. There are items that have fallen into disrepair or utilized temporary repairs. These include repair/replace outdoor lighting with LED and upgrade the electrical panel at the Corporation Yard to allow use of welding equipment; and
- 4) There are many street trees that have been stressed by the current drought. A certified arborist has been consulted to provide direction concerning the disposition of those species that may become a hazard or liability in a future storm event.

FINANCIAL IMPACT

Appropriate \$282,000 from General Fund balance into the following Expenditure Accounts:

1. Appropriate \$75,000 from General Fund balance to expenditure account 01-3030-1300 for traffic signal repair;
2. Appropriate \$90,000 from General Fund balance to expenditure account 01-3200-1300 to install storm protection measures;
3. Appropriate \$67,000 from General Fund balance to expenditure account 01-3200-1300 (\$10,000); 01-4200-1300 (\$10,000); 01-3030-1300 (\$10,000) and 01-3400-1300 (\$37,000) to repair and maintain City Facilities.
4. Appropriate \$50,000 from General Fund balance to expenditure account 01-3200-1300 to trim or remove street trees.