

CITY OF LOMA LINDA

CITY COUNCIL AGENDA

REGULAR MEETING OF JUNE 9, 2015

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, June 9, 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 July 28, 2015 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, July 13, 2015

A. Call To Order

B. Roll Call

C. Closed Session (5:30 p.m.)

- a. Conference with Labor Negotiator Jarb Thaipejr and Richard E. Holdaway pertaining to Meet and Confer process relating to Professional and Administrative Employees Association, the Loma Linda Public Works Employees' Association, the Loma Linda Professional Firefighters Local 935 and the Unrepresented Employees (Government Code Section 54957.6)
- b. Public employee Evaluation - City Manager (Government Code Section 54957)
- c. Public Employee Discipline/Dismissal/Release

7:00 Reconvene

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

E. Items To Be Added Or Deleted

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

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

H. Scheduled And Related Items

1. **Public Hearing** - Council Bill #R-2015-20 - Approving the Annual Report and Assessments for Landscape Maintenance District No. 1 for fiscal year 2015-2016 [**Public Works**]
2. **Public Hearing** – Council Bill #R-2015-21 – Approving the Annual Report and Assessments for Street Light Benefit Assessment District for fiscal year 2015-2016 [**Public Works**]
3. **Public Hearing** – Council Bill #R-2015-25 – Approving the Economic Incentive Agreement between the City and Anixter, Inc. [**Assistant City Manager**]

I. Consent Calendar

4. Demands Register
5. Minutes of April 14 & 28, May 12 and 27, 2015
6. April and May 2015 Treasurer’s Report [**Finance**]
7. April and May 2015 Fire Department Report [**Fire**]
8. Confirming action to award contracts to: [**Public Works**]
 - a. Miracle Recreation Equipment Company, Corona to provide design and equipment only for \$25,033.94;
 - b. Fibar Group LLC to supply engineered wood fiber complete, for safety zones under the swing and slide landing areas for \$13,706.36;
 - c. Ortco Inc of Orange to prepare the site and install playground equipment, complete for \$33,507
9. Accept as complete and authorize recordation of Notice of Completion for the Stewart Street Underpass, Widening and Pedestrian Bridge between Anderson Street and Campus Street – USS Cal Builders, Inc., contractor [**Public Works**]
10. Council Bill #R-2015-08 – pertaining to CFAA (OES Fire Assistance Agreement) [**Fire Dept.**]
11. Appropriation of \$3,700 from Public Meeting Facility Fund for Additional Materials and Services to Complete the Improvements to the Cole House in Heritage Park [**Public Works**]
12. Agreement for professional services with Romo Planning Group, Inc. for preparation of an environmental analysis and associated technical studies and associated pass through fee payments related to: [**Community Development**]
 - a. Construction of a drive-through car wash at 24965 Redlands Boulevard (\$28,877.00)
 - b. Construction of a Medical Office Building at 25915 Barton Road (\$27,725.00)

13. Appropriate \$33,800 from Water Enterprise Fund Balance for the Water Department Dump Truck **[Public Works]**
14. Council Bill #R-2015-28 - Establishing maximum refuse collection and disposal rates effective July 1, 2015 and repealing Resolution No. 2822 **[Public Works]**

J. Old Business

K. New Business

15. Joint meeting of the City Council and Housing Authority regarding Fiscal Year 2015-2016 Budget **[City Manager/Finance Director]**
 - a. Presentation of proposed FY 2015-2016 Budget **[Finance]**
 - b. Budget Committee Recommendations
 - c. Council Bill #R-2015-22 – Approving the 2014-2015 adjusted appropriations limit **[Finance]**
 - d. Investment Policy **[Finance]**
 - e. Five-Year Capital Improvement Program (CIP) **[Public Works]**
 - f. COPS Grant Expenditure Plan **[Finance]**
 - g. Schedule "A" pertaining to contract with Sheriff's Department
 - h. Extension of Annual Service Contracts for Fiscal Year 2014-2015 **[Public Works]**
 - a. Albert Grover and Associates - Interconnect Traffic Signal Monitoring;
 - b. Golden West Landscape - Landscape Maintenance Services in the Landscape Maintenance District (LMD) areas and Barton Road Median;
 - c. Cannon Pacific Services Inc. – Street Sweeping Services
 - i. Wildland Fire Protection Contract #3CA02727 between the California Department of Forestry and Fire Protection (Cal.Fire) and the City for Fiscal Year 2015-2016 in the amount of \$41,073.87 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601 **[Fire]**
 - j. Council Bill #R-2015-23 - Approving terms of employment for members of the Professional and Administrative Employees Association, the Loma Linda Public Works Employees' Association, the Loma Linda Professional Firefighters Local 935 and the Unrepresented Employees **[City Manager]**
 - k. Council Bill #R-2014-24 - Adopting the 2015-2016 fiscal year budget
 - l. LLHA Bill #R-2015-04 – Adopting the 2015-2016 fiscal year budget
16. Designation of Director and Alternate to the California Joint Powers Insurance Authority (CJPIA) Board of Directors

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

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

N. Adjournment



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: June 9, 2015

TO: City Council

FROM: T. Jarb Thaipejr, City Manager T.J.T

SUBJECT: Approving Landscape Maintenance District (LMD) No. 1 – Fiscal Year 15-16 Annual Report.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve Council Bill #R-2015-20 – Approving the Engineer’s Report and authorize the levying the annual assessments for fiscal year 2015-2016.

BACKGROUND

On May 12, 2015, City Council took several actions that included: initiating proceedings; preliminarily approving the Engineer’s Report and setting June 9, 2015, as the date for the public hearing.

The City of Loma Linda annually levies and collects special assessments in order to maintain the improvements within the City of Loma Linda Landscaping Maintenance District No. 1. The District was formed prior to 1992 with annexations to the District approved in subsequent years. Annual assessments are established pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (The “1972 Act”).

ANALYSIS

Willdan Financial Services, the Assessment Engineer, has submitted the Annual Report. The total assessment for FY 15-16 will be \$390,337. Expenditures for FY 15-16 are estimated to be \$466,959. The difference between the assessment and expenditure totals is budgeted from the general fund.

FINANCIAL IMPACT

Funding is in Account No. 71-5200-1820.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA
ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPE
MAINTENANCE DISTRICT NUMBER 1, AND CONFIRMING ENGINEER'S
REPORT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015/2016**

WHEREAS, the City Council of the City of Loma Linda did on the 12th day of May 2015, adopt its Resolution of Intention No. 2847 to order the therein described work in connection with the continuation of assessment procedures in Landscape Maintenance District Number 1, which Resolution of Intention No. 2847 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, Proposition 218 was approved by the voters on November 5, 1996, added Articles XIII C and XIII D to the California Constitution which exempts any assessments imposed when persons owning all of the parcels subject to the assessment agreed to being included in the District and subject to the assessment at the time the assessment is initially imposed; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom, and said City Council having now acquired jurisdiction to order the proposed work; and

WHEREAS, the maximum assessments for Annexations "Original and 1 through 50", for fiscal year 2015/2016, are not proposed to be increased and the maximum assessments for Annexations 51 through 73 are not to be increased above the approved Consumer Price Index (CPI); and

WHEREAS; the current CPI has been determined to be 0.51 percent, calculated from the annual average; and

WHEREAS, notices and assessment ballots are not required if assessments are not increased other than for the amount of the current CPI.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda as follows:

1. That the public interest and convenience requires the continuation of assessment procedures for the district, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 2847 be done and made; and
2. That the report filed by the Engineer is hereby ordered finally approved with ordered changes, if any; and
3. That the assessments for fiscal year 2015/2016 and method of assessment in the Engineer's Report are hereby approved.

Resolution No. _____
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PASSED, APPROVED AND ADOPTED this 9th day of June, 2015 by the following
vote:

Ayes:

Noes:

Abstain:

Absent:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk



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: June 9, 2015
TO: City Council
FROM: T. Jarb Thaipejr, City Manager T.J.T.
SUBJECT: Approving Street Light Benefit Assessment District No. 1 – Fiscal Year 15-16 Annual Report.

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve Council Bill #R-2015-21 – approving the Engineer’s Report and authorize the levying of assessments for fiscal year 2015-2016.

BACKGROUND

On May 12, 2015, City Council took the following actions: initiated proceedings; preliminarily approved the Annual Report; and set the date for the public hearing for June 9, 2015. Assessments for this District, including the maintenance of streetlights and traffic signals, are exempt from Proposition 218.

The City of Loma Linda annually levies and collects special assessments in order to provide and maintain the improvements within the Loma Linda Street Light Benefit Assessment District No. 1. The District has been formed and annual assessments are established pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* and Article XIID of the California Constitution.

ANALYSIS

Willdan Financial Services, the Assessment Engineer, has submitted the Annual Report. The total anticipated assessment for FY 15-16 will be \$342,395, and the expenditure is estimated to be \$391,100. The estimated shortfall will be covered from the reserve fund.

FINANCIAL IMPACT

Funding is in Account No. 72-5100-1820.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ORDERING THE CONTINUED MAINTENANCE OF STREET LIGHT BENEFIT ASSESSMENT DISTRICT NO. 1, AND CONFIRMING THE ENGINEER'S REPORT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015/2016

WHEREAS, the City Council of the City of Loma Linda did on the 12th day of May 2015, adopt its Resolution of Intention No. 2850, to order the therein described work in connection with the continuation of assessment procedures in Street Light Benefit Assessment District No. 1, which Resolution of Intention No. 2850 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, Proposition 218 exempts assessments which are used to operate and maintain streets, provided the assessments are not increased; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom, and said City Council having now acquired jurisdiction to order the proposed work;

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

1. The public interest and convenience requires the continuation of assessment procedures for the district, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 2850 be done and made; and
2. That the report filed by the Engineer is hereby ordered finally approved with ordered changes, if any; and
3. The method of assessment in the Engineer's Report is hereby approved and the assessments as contained in said report are hereby levied.

APPROVED, ADOPTED AND SIGNED this 9th day of June, 2015 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: June 9, 2015
TO: City Council
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Economic Incentive Agreement between Anixter, Inc., a Delaware corporation, and the City of Loma Linda

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council enter into the Economic Incentive Agreement between Anixter and the City of Loma Linda in the form submitted herewith.

BACKGROUND

Anixter, Inc., a Delaware corporation (“Anixter”) operates an office facility within the City. Anixter has proposed to the City an Economic Incentive Agreement in the form submitted herewith (the “Agreement”) wherein Anixter is willing to treat their Loma Linda site as the sole point of sale on an ongoing basis for all taxable sales of electronic products sold in the State of California, and the City of Loma Linda (“City”) would be obligated to make certain payments to Anixter based upon a percentage (40%) of net sales tax received by the City from operations undertaken by Anixter, all as more particularly set forth in the Agreement.

Prior to the consideration of this item, a notice of public hearing was published concerning the proposed Agreement; that notice alludes to Government Code Section 53083, as more fully described below. A copy of the Agreement and this staff report have been on display as public records with the City Clerk.

ANALYSIS

In light of the elimination of redevelopment agencies as affected by enactments of the California Legislature in 2011 and 2012, including the former Loma Linda Redevelopment Agency, the generation of tax revenues available to the City is important in preserving the ability of the City’s ability to provide an acceptable level of core municipal services to its residents. The foregoing is an important public purpose associated with the Agreement and the retaining on an ongoing basis the activities of Anixter as provided thereunder.

The City is a chartered city; in that capacity, the City would enter into the proposed Agreement in consideration of the activities that will be undertaken by Anixter in the City. Anixter has executed the Agreement which, upon approval by the City Council and execution by the City Manager on behalf of the City, would immediately go into effect.

This Agreement, if approved by the City Council, will be between Anixter and the City. The operating period under the Agreement would commence as of midnight on the day both parties have executed the Agreement, with subsidy payments being available with respect to such period (so long as the Agreement remains in effect and Anixter is not in default thereunder), payments being administered on a quarterly basis. The Agreement provides for a twenty year (240 month) term.

Anixter will continue to operate as a conforming business activity on an ongoing basis on a site in the City of Loma Linda as their sole location within California, and treat the site as the sole point of sale for all taxable sales of electronic products sold in the State of California. It is estimated that operations in the City will maintain between [ten and fifteen] full-time jobs in the community. [No part-time or temporary positions are anticipated.]

Under the Agreement, the City will be obligated to make certain payments to Anixter based upon a percentage (40%) of net sales taxes received by the City from operations undertaken by Anixter. The City will retain the remainder of the City share of sales taxes received by the City from operations undertaken by Anixter in the State of California.

Staff estimates that, upon review of data provided by Anixter, Anixter will generate approximately [\$177,000,000.00] in annual sales in the State of California. Under this agreement, it is estimated that Anixter would be entitled to annual economic incentives in the amount of [\$1,327,500.00], and that the City would retain [\$442,500.00] annually as sales tax revenue to the City; such figures for annual sales and regarding sales taxes are only estimates: the actual figures will be a function of such sales activity as is actually consummated by Anixter from time to time.

Approval of this resolution will authorize the City Manager to execute the Agreement (including without limitation all attachments thereto) on behalf of the City. The City Manager is also authorized, on behalf of the City, to make revisions to the Agreement which do not increase any amounts to be paid by the City or materially or substantially increase the City's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Agreement and related documents.

Government Code Section 53083 is a codification of Assembly Bill 562 from 2013, and which became effective as of January 1, 2014. Section 53083 provides, in pertinent part, as follows:

53083. (a) On and after January 1, 2014, each local agency shall, before approving any economic development subsidy within its jurisdiction, provide all of the following information in written form available to the public, and through its Internet Web site, if applicable:

(1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

(2) The start and end dates and schedule, if applicable, for the economic development subsidy.

(3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

(4) A statement of the public purposes for the economic development subsidy.

(5) Projected tax revenue to the local agency as a result of the economic development subsidy.

(6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

(b) Before granting an economic development subsidy, each local agency shall provide public notice and a hearing regarding the economic development subsidy. A public hearing and notice under this subdivision is not required if a hearing and notice regarding the economic development subsidy is otherwise required by law.

The elements enumerated within Section 53083 as set forth above are included within this staff report, particularly under the heading "ANALYSIS."

This report will remain posted on the City Internet Web site with a link leading to it under the economic development page.

ENVIRONMENTAL

This agreement is not considered a project per section 15378(b)(4) of the California Environmental Quality Act in that the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FINANCIAL IMPACT

The Agreement will make available to the City an additional source of sales tax revenues and is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

It is estimated that there will be between ten and fifteen full time positions created in the City with the resultant economic stimulus. There will also be a direct impact of an additional estimated [\$442,500.00] from the sales tax revenue brought to and retained by the City. There is also the potential that the portion of County Pool tax revenue may be increased by an unknown amount.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF LOMA LINDA AND ANIXTER, INC.

WHEREAS, the City of Loma Linda (“City”) is a chartered city organized and operating under its city charter (the “Charter”) and the laws of the State of California; and

WHEREAS, Anixter, Inc., a Delaware corporation (“Anixter”) has proposed to the City an agreement substantially in the form submitted herewith (the “Economic Incentive Agreement”); and

WHEREAS, a copy of the Economic Incentive Agreement, together with a report describing the proposed transaction, has been on file with the City Clerk as a public record; and

WHEREAS, notice of a public hearing to consider the Economic Incentive Agreement, and which specifically referenced Government Code Section 53083, was published in a newspaper of general circulation serving the City and its inhabitants; and

WHEREAS, under the Economic Incentive Agreement, the City would be obligated to make certain payments to Anixter based upon a percentage (40%) of net sales taxes received by the City from operations undertaken by Anixter; and

WHEREAS, Anixter, which is a business operating at a situs within the corporate limits of the City, is unwilling to maintain its operations within the City but for the approval of the Economic Incentive Agreement; and

WHEREAS, by retaining Anixter within the City, the City will continue to be the beneficiary of substantial sales tax revenues over a significant period of time, all as more particularly set forth in the Economic Incentive Agreement; and

WHEREAS, particularly in light of the elimination of redevelopment agencies as effected by enactments of the California Legislature in 2011 and 2012, including the former Loma Linda Redevelopment Agency, the generation of tax revenues available to the City is important in preserving the ability of the City to provide an acceptable level of core municipal services to its inhabitants; and

WHEREAS, the financial participation by the City under the Economic Incentive Agreement is in consideration of the activities that will be undertaken by Anixter under the Economic Incentive Agreement; and

WHEREAS, a public meeting of the City Council on the proposed Economic Incentive Agreement was duly noticed; and

WHEREAS, the proposed Economic Incentive Agreement, and a staff report have been available for public inspection prior to the public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Economic Incentive Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Economic Incentive Agreement and believes that the Economic Incentive Agreement is important to make available to the City for the benefit of its inhabitants an additional source of sales tax revenues and is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds and determines that, by generating additional revenues to the City, the Economic Incentive Agreement will benefit the City and its inhabitants.

Section 2. The City Council hereby approves the Economic Incentive Agreement in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the Economic Incentive Agreement (including without limitation all attachments thereto) on behalf of the City. A copy of the Economic Incentive Agreement when executed by the City shall be placed on file in the office of the City Clerk.

Section 3. The City Manager is hereby authorized, on behalf of the City, to make revisions to the Economic Incentive Agreement which do not increase any amounts to be paid by the City or materially or substantially increase the City's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Economic Incentive Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Economic Incentive Agreement and related documents.

PASSED and ADOPTED this 9th day of June 2015 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

By: _____
Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

CITY OF LOMA LINDA

AND

ANIXTER, INC.

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ATTACHMENT

Attachment No. 1 Participant Certificate

ECONOMIC INCENTIVE AGREEMENT

This ECONOMIC INCENTIVE AGREEMENT ("Agreement") is entered into as of June 1, 2015 by and between the CITY OF LOMA LINDA, a chartered municipal corporation (the "City") and ANIXTER, INC., a Delaware corporation (the "Participant"). The City and the Participant hereby agree as follows:

1.00 SUBJECT OF AGREEMENT

1.01 Purpose of Agreement

1.01.1. The purpose of this Agreement is to promote the economic welfare of the City and enhance the wherewithal of the City to provide municipal services and to provide jobs within the City. The foregoing will be accomplished by the retention of Participant, which is an existing business within the City and which conducts all of its sales within California from a situs within the City, to maintain its business within the City and to continue to conduct from Participant's location in the City all of its sales within the State of California) of "Electronic Products" (as defined in Section 1.03 below). This Agreement is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the Project has been undertaken.

1.02 The Site

The "Site" is that certain property commonly known as 11382 Mountain View Avenue, Loma Linda, California 92354. The Site may be changed to another site within the City at any time and as often as required by Participant, in its sole discretion; the Participant shall promptly notify the City as to any change of situs. The reference to Site shall include any such other situs within the City where Participant operates its business.

1.03 Definitions

The capitalized terms and words used in this Agreement shall have the following meanings:

"BOE" means the State of California Board of Equalization.

"Business License Condition" means the payment in full of all Business License Taxes which are payable under the Business License Tax Ordinance in connection with operations by the Participant within the corporate limits of the City (the "Business License Condition").

"Business License Tax Ordinance" means Title 5 of the Loma Linda Municipal Code.

"Business License Taxes" means those amounts which the City determines to be payable from time to time in connection with the operation of a business under the Business License Tax Ordinance.

"Certificate Condition" means the obligation of the Participant to execute and deliver to City for each Measuring Period a Certificate substantially in the form of Attachment No. 1, with such Certificate to be executed and delivered to City within thirty (30) days after the corresponding Measuring Period.

"Change in Law Conditions" has the meaning set forth therefor in Section 5.02.

"City" means the City of Loma Linda, a chartered municipal corporation.

"City Code" means the Loma Linda Municipal Code as in effect as of the Date of Agreement and as such Municipal Code may be amended from time to time.

"City Manager" means the City Manager of the City or his designee.

"City Sales Tax Revenues" means a proportionate share of: (i) those taxes paid in connection with the conduct by the Participant of Conforming Business Activities on the Site which are allocated to and received by the City for its use based upon and limited to one percent (1%) of sales price pursuant to the Bradley Burns Uniform Sales Tax Law, California Revenue and Taxation Code Section 7200, *et seq.*, including all amendments and successor statutes thereto, and (ii) revenues received by the City pursuant to Section 97.68 of the Revenue and Taxation Code (as enacted by Chapter 162, Statutes of 2003) from the Sales and Use Tax Compensation Fund, as therein defined, in connection with the conduct by the Participant of Conforming Business Activities on the Site.

"City Subsidy" means those moneys which become payable by the City to the Participant as Measuring Period Payment Amount(s) under the terms and conditions of Section 2.02 of this Agreement.

"Conditions Precedent" is defined in Section 2.03 of this Agreement.

"Conforming Business Activities" means the sale of by Participant of Electronic Products.

"Date of Agreement" means June 1, 2015.

"Default" is defined in Section 6.01 of this Agreement.

"Electronic Products" means communications equipment and supplies, including assembly and repairs of such equipment and supplies, as well as similar products and related services.

"Excluded Items" means products, if any, as to which provisions of law attribute sales tax on a basis other than point of sale or as to which provisions of law prohibit the payment of any subsidy, rebate or other remuneration based upon generation of sales or use taxes.

"Fee Condition" means the payment in full of all Public Entity Fees payable in respect to Participant Improvements, if any.

"Indemnification Condition" means the provision of defense, indemnification, assumption of responsibility for as required pursuant to Section 3.02 of this Agreement.

"Measuring Period" means a calendar year quarter (e.g., January 1 through March 30, April 1 through June 30), or such other period as may be established from time to time by the mutual written agreement of the parties.

"Measuring Period Payment Amount" means, as to a Measuring Period, the sum of an amount equal to forty percent (40%) of the Net City Sales Tax Revenues received by the City during

such Measuring Period in connection with the operation of Conforming Business Activities on the Site.

"Net City Sales Tax Revenues" means City Sales Tax Revenues less those City Sales Tax Revenues that are attributable to Excluded Items.

"Operating Covenant Period" means a two hundred forty (240) month period commencing with the Date of Agreement.

"Operation Condition" means the operation of Conforming Business Activities on the Site in conformity with all applicable laws on a continuous basis (subject to Section 201.2(a)) throughout the Operating Covenant Period and with no assignment by Participant contrary to Section 1.04.3 of this Agreement as Participant's sole sales office location within California with respect to Conforming Business Activities.

"Ownership Condition" means ownership by Participant (as of the Date of Agreement and as of each Participant Certificate) of (i) a fee simple interest in the Site, or (ii) a lease of the Site for a term of not less than five (5) years with an option or options by Participant to extend for the remainder of the Operating Covenant Period.

"Participant" is defined in the introductory paragraph of this Agreement; however, at Participant's election and upon advance written notice to the City, other entities sharing common control with Participant shall be included as a Participant in this Agreement, subject to all of the terms and conditions herein and provided that any payments made at a particular time under this Agreement by City shall be made payable to one entity.

"Participant Certificate" means Attachment No. 1 to this Agreement.

"Participant Improvements" means such improvements, if any, which the Participant elects to construct or cause to be constructed within the City.

"Performance Conditions" means the Certificate Condition, the Indemnification Condition, the Operation Condition, the Ownership Condition, the Sales Tax Condition, and the Sales Tax Reporting Condition.

"Public Entity Fees" means all fees (but not taxes) payable to the City and any other governmental agency having regulatory authority in connection with the Participant Improvements.

"Sales Tax Condition" means maintaining the Site as point of sale for all taxable sales of Electronic Products made by the Participant within San Bernardino County.

"Sales Tax Reporting Condition" is defined in Section 2.01.2(d) of this Agreement.

"Sales Tax Reports" is defined in Section 2.02 of this Agreement.

"Sales Tax Revenues" means tax revenues attributable to up to one percent (1%) of sales price pursuant to the Bradley Burns Uniform Sales Tax Law, California Revenue and Taxation Code Section 7200, et seq., including all amendments and successor statutes thereto.

"Site" is defined in Sections 1.02 of this Agreement.

1.04 Parties to this Agreement

1.04.1. The City

The City is a chartered municipal corporation, exercising governmental functions and powers of a charter city under the Constitution of the State of California and the Loma Linda City Charter. The principal office of the City is located at 25541 Barton Road, Loma Linda, California 92354. Whenever a reference is made to the City, the City Manager of the City is authorized to act on behalf of the City unless otherwise specifically provided or the context should otherwise require. The City shall advise the Participant in writing if there is any change pertaining to any matters set forth or referenced in the foregoing portion of this Section 1.04.1.

1.04.2. The Participant

The Participant means Anixter, Inc. a Delaware corporation. The principal office of the Participant for the purposes of this Agreement is the Site. The Participant shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing portion of this Section 1.04.2.

1.04.3. Assignment by Participant

The Participant may undertake any of the following without the consent of the City, and no such action shall limit or otherwise affect any of the rights or benefits of the Participant (or the duties and obligations of the City) hereunder: (i) a material issue or transfer stock or other voting or ownership interests in the Participant (and/or assign this Agreement in connection with any such issuance or transfer) that would require a filing with the Securities and Exchange Commission, (ii) merge or consolidate with any other entity, and/or sell or transfer all or substantially all of the assets of the Participant (and/or assign this Agreement in connection with any such merger, consolidation or sale), (iii) sell or transfer all or substantially all of the Electronic Products business conducted by Participant in the State of California or (iv) assign its interest in this agreement, wholly or in part, to any entity that controls, is controlled by or is under common control with the Participant. This Agreement contemplates, and the parties agree, that at some point in time the Participant may have another entity, which either controls, is controlled by, or is under common control with the Participant, and which entity sells Electronic Products. Provided that such entity operates its business in the City and agrees to be bound to the City as the Participant under this Agreement, then such entity shall be entitled to participate in this Agreement in such manner as the Participant. The word "control", for purposes of the foregoing, means the power, directly or indirectly, by voting rights, contract or otherwise, to direct or cause the direction of the management or policies of a person or entity.

While this Agreement shall not be construed to limit the ability of the Participant to transfer or dispose of its business activities, or any portion thereof, in the event the Participant undertakes any of the assignment or transfer provisions set forth above in this Section, Participant, as transferor, and the transferee shall execute an acknowledgement under which the transferee agrees to perform as Participant under this Agreement and, provided the original Participant has no accrued liabilities to the City under the terms of this Agreement, the original Participant shall thereafter be released from further obligations under this Agreement.

The Participant shall promptly notify the City in writing referencing this Section 1.04.3 of any and all changes referenced in this Section 1.04.3. All transferees shall be bound by this Section 1.04.3 as well as the other provisions of this Agreement.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and the permitted successors and assigns of the Participant.

2.00 CONSIDERATION FOR AGREEMENT; MEASURING PERIOD PAYMENTS

2.01 Participant Consideration. The Participant has agreed to operate the Site with Conforming Business Activities and to satisfy the Performance Conditions throughout the Operating Covenant Period. The Participant assumes all responsibility for all costs to provide the Participant improvements, if any.

2.01.1. Within thirty (30) days after the completion of each Measuring Period, the Participant shall execute and deliver to the City a Participate Certificate. The City shall thereafter review the Participate Certificate and may undertake such further review and inquiry concerning satisfaction of the Performance Conditions as it shall deem appropriate regarding the performance by Participant. The Participant shall cooperate with such review. Following the completion of such review, within thirty (30) days after receipt of the corresponding Certificate, the City shall either pay to the Participant the Measuring Period Amount for the corresponding period (as addressed in the Certificate) or shall inform the Participant in writing as to the reasons the Measuring Period Amount is not being paid. The Participant may ask for reconsideration by the City, such as in the event of circumstances described in Section 2.01.2(a) of this Agreement, and may submit additional evidence in connection therewith. The City shall endeavor to conduct any further review within a thirty (30) day period after it receives such additional information, following which City shall inform Participant of the outcome.

The foregoing process shall be repeated for each Measuring Period during the Operating Covenant Period; provided that in no event shall amounts disbursed by the City to the Participant under this Agreement for any Measuring Period exceed the Measuring Period Amount.

2.01.2. The performance by the Participant shall include satisfaction of each of the Performance Conditions for each measuring Period which occurs during the Operating Covenant Period.

Concerning the Operation of Conforming Business Activities on the Site on an ongoing basis throughout the Operating Covenant Period, in the event the physical facilities at the Site are damaged to the extent that it is not feasible for the Participant to operate, the Participant shall recommence operations as soon Participant determines it is practical to do so.

Upon satisfaction of the foregoing Conditions, Participant shall, as set forth in Section 2.03, provide its certification in connection with the satisfaction of the foregoing Conditions in the form of the Participant Certificate. This Participant Certificate shall be updated, signed and submitted prior to each Measuring Period Payment request.

(a) (i) Participant shall provide the City with information concerning the amount of Sales Tax Revenues generated by Participant within the City which are payable to the

State of California and which are reported to the BOE, including a separate delineation as to Sales Tax Revenues arising from Excluded Items. Participant shall prepare and furnish to the City quarterly statements showing the amount of Sales Tax Revenues collected and paid during each quarter by Participant in connection with Conforming Business Activities at the Site (including a delineation of those Sales Tax Revenues arising from Excluded Items). Participant shall include in such reports to the City the amounts of Business License Taxes, if any, paid by Participant to City during the corresponding quarter.

(ii) Participant shall maintain and have available and cause to be maintained and available for inspection by the City or its designees, copies of any and all Sales Tax Reports, defined below, submitted by Participant to the BOE. Sales Tax Reports shall mean the statements and quarterly reports (Form BOE-401-A), including a separate delineation regarding Sales Tax Revenues attributable to Excluded Items, and any other or supplemental reports, statements or submissions, actually filed or required to be filed by Participant with the BOE relating to or in connection with the collection, remittance and/or calculation of Sales Tax Revenues from the Property. The Sales Tax Reports shall be delivered by Participant to the City on a quarterly basis as an attachment to the Participant Certificate, unless the timing of filing such report is amended by the BOE, in which case the date of submitting the Sales Tax Reports shall be amended accordingly.

(iii) if applicable, any and all amendments to said Sales Tax Reports shall be delivered to the City simultaneously with Participant filing said amendments with the BOE.

(iv) Subsections (d) (i)-(iii) above shall be referred to as the "Sales Tax Reporting Condition"

2.02 Measuring Period Payments

In consideration of the undertakings of the Participant pursuant to this Agreement, the City shall, within forty-five (45) days after the all Conditions Precedent have been satisfied for the corresponding Measuring Period, disburse to Participant the applicable Measuring Period Payment Amount. Participant Certificates shall be submitted to the City to the attention of the City Manager at the address set forth in Section 1.04.1.

The City shall not make any payments or otherwise provide any assistance pursuant to this Agreement other than those payments provided for in this Section 2.02.

The obligation of the City to make payments pursuant to this Agreement does not constitute a pledge of any City revenues; the obligation of the City to make payments pursuant to this Agreement is an unsecured obligation of the City. In addition, the obligation of the City to make payments is subject to the City making annual appropriations for the fiscal year which includes the Measuring Period in each case which appropriations include the amounts which would be payable hereunder. The City agrees to annually consider in good faith as part of its normal and customary budgetary processes inclusion of payments under this Agreement for the corresponding annual period for which such budget is adopted.

2.02.1. Time for Payments.

All Subsidy Payments to be made within forty-five (45) days after satisfaction of the Conditions Precedent as to the corresponding Measuring Period.

2.02.2. Discrepancies Regarding Measuring Period Payments.

If a discrepancy arises regarding the determination of the Economic Incentive Payment, then a representative from the City and Participant shall promptly meet to resolve such discrepancy. If such discrepancy cannot be resolved within fifteen (15) business days after the first meeting to resolve such discrepancy, then the Parties shall refer such dispute to an independent, outside accountant (with each Party selecting an accountant and then those two accountants shall select a separate accountant) for review and resolution within forty-five (45) days following the expiration of the first fifteen (15) business day period.

2.03 Conditions Precedent

The City shall not be obligated to make the initial disbursement of any Measuring Period Payment or any subsequent disbursement thereof unless all of the Performance Conditions have been satisfied for the applicable Measuring Period and:

(i) the Participant delivers to the City Manager or his designee a certificate substantially in the form of the Participant Certificate, duly executed, which affirms Participant's compliance with and satisfaction of each of the Performance Conditions;

(ii) the City receives the Sales Tax Revenues from the BOE. However, notwithstanding the foregoing language or any other language in this Agreement to the contrary, in the event that the BOE withholds Sales Tax Revenues from the City as a result of any separate obligations that the BOE deems are owed by the City to the State of California or the BOE, then the City shall still be obligated to Participant for a sum equal to the Economic Incentive that otherwise would have been payable to Participant absent such withholding and such payment shall be made with ninety (90) days after it would have been due if the BOE had not withheld payment; and

(iii) the City's having the legal right under state law to retain and control the disposition of all or substantially all of its portion of the Sales Tax Revenues.

Subsections (i)-(iii) above shall collectively constitute the "Conditions Precedent". If (i) or (iii) of the above Conditions Precedent shall not be satisfied or shall fail at any time thereafter to remain satisfied, and Participant shall fail to cause such conditions to be satisfied within one hundred eighty (180) days (subject to extensions as set forth in this Agreement) after written notice thereof from the City to Participant (whether or not such Condition is under the control of the Participant), then the City may, as its sole right and remedy, terminate this Agreement upon written notice to Participant, in which event the City shall be relieved of its obligations under this Agreement to make payments under this Agreement for any period of time following such termination (and such other period(s), if any, with respect to which the Conditions Precedent were not satisfied).

3.00 REQUIREMENTS APPLICABLE TO ANY IMPROVEMENTS

3.01 Development of Improvements by the Participant

The Participant, which established facilities and has been operating within the City prior to the Date of Agreement, is not required by this Agreement to make any improvements to property. If Participant elects to make improvements within the corporate limits of the City, then costs for planning, designing, and constructing such improvements shall be borne exclusively by the Participant and the Participant shall construct or cause to be constructed such improvements in compliance with all the zoning, planning and design review requirements of the City, including without limitation the City Code, and all nondiscrimination, labor standard, and wage rate requirements to the extent such labor and wage requirements are applicable. The Participant shall also bear all costs related to discharging the duties of the Participant set forth in this Agreement.

3.02 Indemnification

The Participant agrees to and shall defend, indemnify, release, assume all responsibility for, and hold the City, its officers, employees and agents, harmless from, all claims or suits relating to the subject matter of this Agreement or the implementation hereof including, without limitation, claims for relocation assistance or benefits as may be asserted by any current or former occupant of any portion of the Site pursuant to the California Uniform Relocation Law) Government Code Section 7260 et seq., the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq.) or any other federal, state or local enactments providing for relocation assistance or benefits in connection with the development of the Site or this Agreement, and for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), or interruption to or damage to a business or goodwill, which may be caused by any of the Participant's activities under this Agreement, whether such activities or performance thereof be by the Participant or anyone directly or indirectly employed or contracted with by the Participant and whether such damage shall accrue or be discovered before or after termination of this Agreement. Participant shall not be liable for property damage or bodily injury occasioned by the sole active negligence of the Agency or its designated agents, or employees.

4.00 USE OF THE SITE

4.01 Uses

Participant is an experienced operator of a business consisting of the sale Electronic Products. The Participant shall operate on the Site Conforming Business Activities, which shall conform in all respects to all applicable regulations of federal, state and local agencies regulating the establishment or operations of such facilities.

The Participant shall carry out all of its undertakings pursuant to this Agreement in conformity with, all applicable laws. This Agreement shall be subject to all applicable laws.

The Participant agrees that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

The Participant shall refrain from restricting the rental, sale or lease of the property on the basis of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry of any person.

5.00 DEFAULTS AND REMEDIES

5.01 Default

The following shall constitute a "Default" under this Agreement:

5.01.1. Default by Participant

(a) The Participant discontinues its operations at the Site within the corporate limits of the City or relocates its business to another jurisdiction in California, except in connection with the sale of its business;

(b) The Participant's failure to provide the City with Participant Certificates, within sixty (60) days written notice from the City; or

(c) Excepting in connection with damage to physical facilities as described in Section 2.01(c), Participant fails to operate Conforming Business Activities on the Site for a period or periods totaling forty-five (45) days in any calendar year, as aggregated (but excluding for such purpose Saturdays, Sundays and legal holidays) during the Operating Covenant Period and, in the event damage to physical facilities occurs to the extent it is not feasible for the Participant to operate and Participant has notified the City Manager in writing within thirty (30) days of the onset of the occurrence of such condition, the Participant fails to operate Conforming Business Activities on the Site or at another situs within the corporate limits of the City for a period or periods totaling one hundred twenty (120) days in any calendar year, as aggregated (but excluding for such purposes Saturdays, Sundays and legal holidays).

5.01.2. Representations and Warranties; Other Obligations

The breach of any of Participant's representations or warranties in this Agreement, unless such breach is cured within a reasonable period of not to exceed sixty (60) days after notice by City; or

5.01.3. Default by City

The failure by the City to make payment of one or more Measuring Period Payment Amounts, if any, as it becomes obligated to make under this Agreement.

5.02 Remedies and Termination

In the event that the Participant is in Default of this Agreement as specified in Section 5.01, the City may suspend payment of amounts otherwise payable pursuant to Section 2.02 of this Agreement until such default has been cured; provided that the City shall further be entitled to terminate this Agreement without making payment of amounts otherwise payable pursuant to Section 2.02 in the event such default has not been cured by the time required pursuant to this Agreement for the cure of such default (and, if no time is specified, within sixty (60) days from the date notice of default is given by the City). If Participant defaults in accordance with Section

5.01.1(a), then in addition to terminating the Agreement, City shall be entitled to recover an amount equal to that sum paid by the City to Participant for the two most recent Measuring Periods prior to termination; for any other default, City's only remedy is to terminate the Agreement and cease its obligation to make Measuring Period Payment Amounts for future Measuring Periods.

The Participant shall be entitled to terminate this Agreement in the event of a Default by the City which has not been cured within sixty (60) days following receipt of written notice from the Participant which describes with particularity the default including without limitation the time at which such default is contended to have commenced. In such event, City shall be obligated to pay Participant for any unpaid Measuring Period Payment Amounts plus a sum equal to the two most recent Measuring Period Payment Amounts. In addition, and subject to the notice and cure provisions set forth in the following paragraph, the Participant shall be entitled to terminate this Agreement in the event the City fails to make a payment of a Measuring Period Payment Amount when due for any reason, including without limitation a failure to appropriate or the lack of a legal right of the City under state law to retain and control the disposition of all or substantially all of that portion of Sales Tax Revenues which would be available to the City as of the Date of Agreement.

Notwithstanding anything to the contrary in this Agreement, neither party may terminate this Agreement without prior written notice to the other party specifically (i) stating the nature of the default and giving the other party a reasonable time of not to exceed sixty (60) days to cure said default or (ii) stating that an adjudication of a court of competent jurisdiction has occurred in California or a law has been enacted which precludes the making of payments by the City as contemplated by this Agreement. If such events occur (as referenced in items (i) or (ii) of this paragraph), a non-defaulting party may terminate this Agreement upon providing written notice of such event a reasonable time prior to termination. Alternatively, a non-defaulting party shall have the right to seek specific performance

Notwithstanding the foregoing portion of this Section 5.02, no payment shall be required to be made by the Participant to the City if (i) the Participant ceases operations at the Site following a change in California law to (aa) preclude the selecting of the City to return and control the disposition of all or substantially all of the City's portion of Sales Tax Revenues (as City's portion exists as of the Date of Agreement) or to (bb) change the manner in which California allocates Sales Tax Revenues (in such a manner that materially reduces the Sales Tax Revenues available to the City); the foregoing items (aa) and (bb) constitute the "Change in Law Conditions." In the event one or more of the Change in Law Conditions shall occur, either party may terminate this Agreement upon thirty (30) days' notice to the other party or, if necessary to comply with such changed law, or a lesser period of time.

This Agreement shall also be subject to termination upon the failure to satisfy Conditions Precedent as set forth in Section 2.03.

This Agreement shall also be subject to termination at the mutual agreement of the parties hereto.

5.03 Legal Actions

5.03.1. Institution of Legal Actions

In addition to any other rights or remedies available to the parties, either party may institute legal action to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California or in the United States District Court in the Central District of California.

If an action is brought which seeks to invalidate this Agreement, to modify this Agreement or to alter payments which would be made hereunder, neither party shall be responsible to defend against any such claims.

5.03.2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.03.3. Acceptance of Service of Process

In the event that any legal action is commenced by the Participant against the City, service of process on the City shall be made by personal service upon the City Manager or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Participant, service of process on the Participant shall be made by personal service on the Participant or any of its officers, or in such other manner as may be provided by law. Service shall be valid whether made within or without the State of California.

5.04 Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.05 Inaction Not a Waiver of Default

Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.00 GENERAL PROVISIONS

6.01 Notices, Demands and Communications Between the Parties

Written notices, demands and communications between the City and the Participant shall be sufficiently given if delivered by hand or dispatched by registered or certified mail, postage prepaid, return receipt requested, or by generally recognized overnight courier service, to the principal offices of the City and the Participant at the addresses specified in Sections 1.04.1 and 1.04.2, respectively. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 5.01.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or via overnight courier and shall be deemed received on the tenth (10th) day from the date it is postmarked if delivered by registered or certified mail.

6.02 Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

6.03 Enforced Delay; Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts or omissions of the other party. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Participant.

6.04 City Manager to Act for City

Whenever this Agreement provides for an action to be taken by the City, then, except to the extent that provisions of applicable law or the context may otherwise require, such action may be taken by the City Manager of the City on behalf of the City.

6.05 Non-liability of Officials and Employees of the City

No member, official or employee of the City or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by the City (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

6.06 No Third Party Beneficiaries

There shall be no third party beneficiaries of this Agreement.

6.07 Provision of Information; Inspection of Books and Records; Limitations Upon Voluntary Release of Certain Information

The City shall have the right at all reasonable times during the Operating Covenant Period to inspect the books and records of the Participant pertaining to the collection and payment of Sales Tax Revenues as reasonably necessary to determine compliance with this Agreement; the Participant agrees to make such records available to the City as deemed necessary by the City, at least annually and additional upon request therefor by the City, to verify compliance with the terms of this Agreement.

6.08 Confidentiality.

The parties acknowledge that the information contained in any tax return is confidential, proprietary to the Participant, and agree that, to the fullest extent permitted by law, no documents, including tax returns, or other information provided by the Participant to City, its agents and representatives pursuant to or with regard to the provisions of this Agreement, shall be released to or otherwise made available to any third person, corporation, organization or association unless disclosure is permitted pursuant to a written order of a court of competent jurisdiction or the prior written consent of the Participant. City shall offer the Participant the opportunity to defend any claim made by any third party against City for release of such confidential documents or information. In the event that a nonparty to this Agreement seeks disclosure of any information concerning the terms of this Agreement from City, City shall promptly, but in any event, no later than seven (7) business days after City receives such request, notify the Participant in writing of such request, identifying the party making the request and the information sought by such party. In the event that the Participant contests such disclosure request, the Participant shall pay and hold City harmless from all costs and expenses including reasonable attorneys' fees of City, the parties hereto may incur in contesting such disclosure request. All tax returns, documents and other information provided to City by the Participant shall be returned to the Participant immediately upon termination of this Agreement.

6.09 Advice of Counsel. The parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing, and the parties executed this Agreement after review by such independent counsel, or, if they were not so represented, then said non-representation is and was the voluntary, intelligent and informed decision and election of the party not so represented, and prior to executing this Agreement, each party has had an adequate opportunity to conduct an independent investigation of all of the facts and circumstances with respect to the matters which are the subject of this Agreement.

7.00 ENTIRE AGREEMENT; WAIVERS; AMENDMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 14, plus a signature page, and Attachment No. 1, which is attached hereto and incorporated herein by reference, which constitute the entire understanding and agreement of the parties.

Time is of the essence as to each and every provision of this Agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any and all negotiations, understandings, discussions, memoranda, writings or

agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Agreement. All waivers or modifications of the provisions of this Agreement or of any project document or Attachment hereto must be in writing by the appropriate authorities of the City and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the City and the Participant.

8.00 TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Participant and delivered to the City, must be authorized, executed and delivered by the City on or before ten (10) days after signing and delivery of this Agreement by Participant or this Agreement shall be void, except to the extent that the Participant shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement. The date of this Agreement shall be the date when it shall have been signed by the City.

IN WITNESS WHEREOF, the City and the Participant have signed this Agreement on the respective dates set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF LOMA LINDA,
a chartered municipal corporation

By: _____
T. Jarb Thaipejr
Its: City Manager

Dated: _____, 2015

ANIXTER, INC. a Delaware corporation

Dated: June 1, 2015

Mitchell J. Matetz
By: MITCHELL J. MATETZ
Its: Director TRANSACTIONS TAXES

Dated: _____, 2015

By:
Its:

ATTACHMENT NO. 1
PARTICIPANT CERTIFICATE

(Participant Letterhead)
City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

Attn: City Manager

With respect to that certain Economic Incentive Agreement, dated as of _____, 2015 (the "EIA") by and between Anixter, Inc., a Delaware corporation (the "Participant") and the City of Loma Linda ("City"), the Participant hereby certifies to City that, for the period commencing as of _____ and ending as of _____, the Participant has satisfied each of the Performance Conditions (with all capitalized terms not defined herein having the respective meanings established therefor in the EIA).

ANIXTER, INC. a Delaware corporation

Dated: _____

Name:
Its:



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: June 9, 2015

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of April 14 and 28; May 12 and 27, 2015

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of April 14 and 28; May 12 and 27, 2015.

City of Loma Linda

City Council Minutes

Regular Meeting of April 14, 2015

A regular meeting of the City Council was called to order by Mayor Rigsby at 5:37 p.m., Tuesday, April 14, 2015, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu Ron Dailey John Lenart (Arrived 5:56 p.m.)
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

Mayor pro tempore Dupper led the invocation and Pledge of Allegiance. No public participation comments were offered upon invitation of the Mayor.

CC-2015-21 - Closed Session (5:30 p.m.)

- a. Existing Litigation – SoCal Self Storage – Loma Linda, LP vs. City of Loma Linda, Case No. CIVDS 1200111 (Government Code Section 54956.9(d)(1))
- b. Conference with Labor Negotiator - (Government Code Section 54957.6)
Agency Representative - City Manager Jarb Thaipejr
Employee Organization - Loma Linda Public Works Employees Association
- c. Public Employee Discipline/Dismissal/Release .
- d. Existing Litigation - Jones v. Loma Linda, Case #CIVDS1415382 (Government Code Section 54956.9(d)(1))

The City Council immediately recessed to consider the closed session items as listed and reconvened at 7:14 p.m. with all members present. City Attorney Holdaway announced that relating to Item a, the City Council received a report from attorneys representing the City and there was no action to report; Item b, the City Council received a report and no action was required; Item c, the City Council received a status report and scheduled further proceedings; Item d, The City Council met with the City Attorney and received a status report; there was no formal action to report.

Councilman Popescu led the invocation and Pledge of Allegiance; no items were added or deleted and no public participation comments were offered upon invitation of the Mayor.

CC-2015-22 - Conflict of Interest

Please see items CC-2015-26 and CC-2015-27.

Scheduled And Related Items

CC-2015-23 - Presentation to John Haney on the occasion of his retirement

Mr. Haney was not present. Mayor Rigsby acknowledged his service to the community as Fleet Services Coordinator from January 1987 through December 2014 and displayed the lamp engraved with the City Seal, his name, title, and dates of service which would be delivered to him.

CC-2015-24 - Presentation of proclamation to Lesford Duncan of San Bernardino County Children's Network declaring April 2015 as Child Abuse Prevention Month

Mayor Rigsby summarized the proclamation and presented it to Mr. Duncan, who thanked the City Council for their support and spoke briefly.

CC-2015-25 - Public Hearing - Council Bill #R-2015-10 – Establishing Development Impact Fees and Repealing Resolution Nos. 2537 (Local/Regional Circulation); 2358 (Capital Facilities)

The public hearing was opened and City Manager Thaipejr presented the report into evidence, stating that a workshop relating to the establishment of Development Impact Fees was held on November 12, 2014; the last update to the fee schedule was in 2004 with cost of living increases subsequently every five years.

He went on to say that several projects listed in the 2004 Master Facilities Plan were completed, thus reducing the overall cost in the Nexus Study. He then explained the process involved to arrive at the calculations to be presented as : 1) Defining the level of service desired in the General Plan; 2) Reviewing the Land Use Map to determining the land available for building; 3) identifying additions to the Capital Facilities or Equipment Inventory necessary to maintain the identified levels of service in the area and the cost of those additions, noting that an Infrastructure Master Plan is the highest form of data; 4) identifying a level of responsibility in terms of need; 5) distributing costs identified as to who is to pay for what.

Mr. Thaipejr then reviewed the various procedural steps: Step 1, Review the level of service and the replacement value of the existing depreciable city infrastructure, noting that the replacement value is \$403 million, which is broken down into categories.

Next was the detailed land use inventory based upon various categories such as rural dwelling units, commercial, proposed/potential development, and total general land build out, which included the land use restrictions of Measure V which reduced the number of homes that could be built.

The next step addressed a total city-wide General Plan build out and capital requirements in each of nine categories for a total of \$364 million.

Then it was broken down as to who is going to pay for what in those nine categories, resulting in a Development Impact Fee per unit or square foot.

Mr. Thaipejr then reviewed the regional transportation projects (SANBAG – San Bernardino Association of Governments), taking into consideration the cost of building the I-10/Tippecanoe/Anderson Street Interchange, the Mountain View Avenue/I-10 Interchange, as well as the local street access for regional facilities, such as Mt. View Avenue, Anderson Street, and California Street, noting that those numbers are updated every two years.

He then presented the proposed fees, noting that some fees were reduced because some of the regional projects were close to completion.

He then referred to the letter from the Baldy View Chapter of the BIA dated April 14, 2015 which compared fees of surrounding cities, and cautioned about comparing other cities because each city is unique in what is needed for its build out.

City Attorney Holdaway interjected that the fees cannot exceed the reasonable cost of providing the services in any particular category.

Mr. Thaipejr did not recommend reducing the fees proposed so that when the need arose, adequate funding would be available; if fees were reduced, adequate funding would be lacking.

He then introduced Scott Thorpe, Senior Vice President of Revenue & Cost Specialists, LLC who prepared the Development Impact Fee Calculation and Nexus Report. Mr. Thorpe confirmed that comparing cities is not recommended in that each city determines its needs depending upon its services, build out, and whether it has its own police or fire departments. He then responded to questions.

No other public testimony was offered and the public hearing was closed.

Motion by Dailey, seconded by Popescu to adopt Council Bill No. R-2015-10.

Mayor Rigsby asked about a compromise relating to single-family residential. Mr. Thaipejr responded that the fees for single-family developments related to park development and open space; that park development was more apropos than open space which could be considered as being more appropriate for other categories of development such as commercial. Mr. Thorpe also responded that if it was felt that the City had sufficient open space, that amount could be set at zero for single-family residential, thus reducing the amount of Development Impact Fees for single-family residential by approximately \$6,300. If at some point it was determined that additional open space was needed, Staff could then provide a proposed amendment to the Development Impact Fee categories.

Discussion ensued.

Substitute motion by Lenart, seconded by Dailey and unanimously carried to adopt Council Bill #R-2015-10 as amended to remove the Open Space fee from the category of Single-Family Residential only.

Resolution No. 2841

A Resolution of the City Council of the City of Loma Linda, California, establishing Local/Regional Development Impact Fees effective July 1, 2015, and repealing Resolution No. 2537 and 2358

CC-2015-26 - Public Hearing - Precise Plan of Design No. 14-043 – Approved Parking Structure Modification – A request to approve a design modification to the recently approved Patient Parking Structure located at the northeast corner of Barton Road and Campus Street in the Institutional (I) Zone (Councilmen, Dailey, Dupper and Lenart sit to constitute a quorum and vote; Councilmen Rigsby and Popescu do not vote per prior Rule of Necessity)

Councilman Popescu asked that straws be drawn each time pursuant to the Rule of Necessity to determine which Council Members would remain to constitute a quorum and vote. City Attorney Holdaway stated that the previous vote was not intended for all projects; therefore straws could be drawn for each project; that this was a modification of a previous approval.

Councilmen Dailey, Dupper and Lenart remained to constitute a quorum and vote; Councilmen Rigsby and Popescu left the Council Chamber. Mayor pro tempore Dupper chaired the item.

The public hearing was opened and Assistant City Manager Bolowich presented the report into evidence, showing the approved Precise Plan of Design and indicating that the modification included a different configuration to allow the building to extend over the driveway on the north side as well as changes in height, which exceeded Staff's purview.

He went on to say that the truck driveway was added; the flow of ingress and egress could be changed at some future date; the proposed entry to the north could be reviewed when the new hospital is built and the Emergency Room is moved. He noted that six levels were approved previously; that the proposed changes were consistent with the EIR prepared for the LLUH Master Plan Project and certified by the City Council on January 14, 2014; that the modification to the parking structure design to include seven stories and the slight increase to the number of parking spaces fell within the scope of the Campus Transformation Plan EIR.

No other public testimony was offered and the public hearing was closed.

Motion by Lenart, seconded by Dailey and unanimously carried to approve Precise Plan of Design No. 14-043 as modified. Councilmen Rigsby and Popescu did not vote.

Councilmen Rigsby and Popescu returned.

CC-2015-27 - Public Hearing - Loma Linda University Front Entrance Remodel located on the west side of the intersection of Prospect Avenue and Anderson Street in the Institutional (I) Zone (Councilmen, Dailey, Dupper and Lenart sit to constitute a quorum and vote; Councilmen Rigsby and Popescu do not vote per prior Rule of Necessity)

- a. Precise Plan of Design No. 14-162
- b. Certificate of Appropriateness

Pursuant to the request of Councilman Popescu in the preceding item, the Rule of Necessity was invoked. The City Attorney indicated that all Council Members except Councilman Dupper declared conflicts of interest related to income. Straws were drawn resulting in Councilmen Popescu and Dailey remaining with Mayor pro tempore Dupper to constitute a quorum and vote; Councilmen Rigsby and Lenart leaving the Council Chamber. Mayor pro tempore Dupper chaired the item.

The public hearing was opened and Assistant City Manager Bolowich introduced Cheryl Tubbs, Vice President of Lilburn Company who presented the report into evidence, stating that her firm was requested to prepare the staff report and Certified EIR for the Master Plan, and this Precise Plan of Design was included in the Master Plan when the EIR was prepared.

She went on to say that the realignment of the Prospect Avenue entrance would bring handicapped visitors to a Handicapped Parking Area; everyone else would be re-directed to Campus Street to use one of the existing parking structures as well as the new parking structure approved this evening. She noted that in order for the alignment to occur, the current front entrance was proposed to be demolished as well as four structures; an historical evaluation was done on the four properties, which were found to have no significant historical value; some patients would access from Taylor Court and the existing parking area along the south side of Prospect which provided 25 parking spaces.

Ms. Tubbs elaborated that the project as it is now designed provided for the widening of the intersection of Anderson Street and Prospect Avenue, removal of parking on Prospect to provide a new drive aisle on Prospect Avenue and street parking on Taylor; internal traffic routing would come from Anderson to Prospect and off of Taylor Court; visitors could go into the handicapped permitted lot or continue to the regular parking area or valet parking (25 spaces); it was determined that the impact trips were not changed; even though LLU is exempt from Measure V, a traffic signal is warranted at the intersection of Anderson Street and Prospect Avenue and because the majority of traffic is because of LLU, installation of a traffic signal was included in the Conditions of Approval.

Carl Ballard of Kunzman & Associates, traffic engineer commented that the traffic signal was warranted at this time because of existing traffic; the spacing was sufficient on Anderson Street for the signal; the six-lane plan was temporary until the new building was constructed; the Prospect entrance would remain but the internal circulation would eventually change. There was also discussion about vacating Taylor Court at some point.

No other public testimony was offered and the public hearing was closed.

Motion by Popescu, seconded by Dailey and unanimously carried to approve modification to Precise Plan of Design No. 14-043. Councilmen Rigsby and Lenart did not vote.

Councilmen Rigsby and Lenart returned.

CC-2015-28 - Public Hearing – 25404-25417 Cole Street

- a. Adopt the Mitigated Negative Declaration
- b. Adopt the Mitigation Monitoring Program
- c. Council Bill #R-2015-11 - General Plan Amendment No. 14-060 to change the existing City of Loma Linda General Plan designation from High Density Residential (0-13 du/ac) to Health Care
- d. Council Bill #O-2015-01 (First Reading/Set the Second Reading for May 12) Zone Change No. 14-061 to change the Multi-Family (R-3) Zone to Institutional (I) Zone
- e. Certificate of Appropriateness to demolish the on-site structures
- f. Precise Plan of Design No. 14-059 to construct a 40-unit assisted senior living facility on approximately one acre of land

The public hearing was opened and Associate Planner Arreola presented the report into evidence, stating that the Historical Commission recommended that the Planning Commission approve the Certificate of Appropriateness, the General Plan Amendment, Mitigated Negative Declaration, and Mitigation Monitoring Program. He then reviewed zoning designations of nearby areas, indicating that the change in zoning from R-3 to Institutional would be compatible, and the structures proposed for demolition were found to have no historical significance.

He went on to say that the project consisted of a two-story structure with 40 living units and would employ about 40; the building had a residential appeal with window shutters as well as stone and tile features. With respect to Measure V, the project would not exceed or alter the current level of service; comments relating to the Mitigated Negative Declaration were included in the Conditions of Approval.

He then introduced Jonathan Soo of CTMAX, representing the architect and indicated that the owner intended to hire a management company to manage the senior home.

No other public testimony was offered and the public hearing was closed.

Motion by Dailey, seconded by Popescu and unanimously carried to adopt the Mitigated Negative Declaration, Mitigation Monitoring Program, Council Bill #R-2015-11, Introduce Council Bill #O-2015-01 on First Reading and to set the Second Reading for May 28, adopt the Certificate of Appropriateness and approve Precise Plan of Design No 14-059l.

Resolution No. 2842

A Resolution of the City Council of the City of Loma Linda amending the Land Use Map of the General Plan (GPA No. 14-060, 25401-17 Cole Street)

C-2015-29 - Public Hearing — University Church Master Plan located at 11125 Campus Street

- a. Adopt the Negative Declaration
- b. Conditional Use Permit No. 14-114
- c. Variance No. 14-115

The public hearing was opened and Assistant Planner Arreola presented the report into evidence, stating that the proposal was part of a three-phased project that included demolition of six buildings in order to construct two new building complexes, a new central entry plaza, a fellowship plaza, an outdoor amphitheater, a prayer garden, children’s garden, and right-of-way improvements along Campus Street.

He asked that because of the phasing, a Condition of Approval be added that the applicant coordinate the phasing schedule with staff. He also indicated that the Planning Commission added a Condition of Approval that would allow a three-year period between completions of each phase.

Mr. Arreola showed the Site Plan, Elevations, Renderings and Landscape Plan and stated that the applicant requested a variance related to the location of the stairwell and trash enclosure. Review of the project as it related to Measure V shows that the project will not exceed or alter the current level of service. A Negative Declaration was prepared for the CEQA review, and comments were incorporated in the Conditions of Approval. He then recommended approval.

A representative of the architectural firm and Ken Breyer of LLU responded to questions. Mr. Breyer noted that until the Fellowship Hall was operational, the Children’s Chapel would be used for food after church services. He also disputed the rationale for the University’s use of 26 percent of the Saturday use and having to pay 26 percent of the traffic signal.

Discussion ensued relating to the pro rata share of the traffic signal at Campus and University. Assistant City Manager Bolowich suggested an added Condition of Approval that Staff, the Traffic Consultant formulate a more equitable distribution of the pro rata share and if an issue remained, to return the item to the City Council.

No other public testimony was offered and the public hearing was closed.

Councilman Dailey indicated that he was involved in the project in its early stages and reiterated the Conditions of Approval to include: 1) Coordinate the phasing with Staff; 2) Staff and the traffic consultant or engineer reanalyze the pro-rata share of the project to the traffic signal; and that he would like added to the Conditions of Approval that the applicant submit a reciprocal parking agreement prior to construction relating to the use of the parking structure.

Motion by Lenart, seconded by Dailey and unanimously carried to adopt the Negative Declaration, approve the variance and Conditional Use Permit No. 14-114 subject to the Conditions of Approval as amended to include coordinating phasing with Staff, the traffic consultant/engineer and Staff reanalyze the pro-rata share of the project related to the traffic signal, and that the applicant submit a reciprocal parking agreement prior to construction relating to the use of the parking structure.

CC-2015-30 - Public Hearing – Council Bill #R-2015-13 - Adopting the 2015 Upper Santa Ana River Integrated Regional Water Management Plan Update

The public hearing was opened and City Manager Thaipejr presented the report into evidence, stating that 16 water agencies prepared an Integrated Regional Water Management Plan in 2007 which was ultimately approved by each agency. Beginning in 2013, the group began working on the update to that plan in order to update the list of projects, document the region’s success in reaching some of the Plan’s goals, modify the Plan so that it conformed to the California Department of Water Resources standards and to ensure that the Plan reflected changes in the Upper Watershed since the original Plan was adopted.

He elaborated that by adopting the updated Plan, the City was committed to supporting efforts to meet future water needs through implementation of water conservation and recycling programs, efficiency management programs, and optimization of water storage programs. He also stated that adoption of the Plan also qualified the City for Proposition 84 funding and the California Clean Water State Revolving Fund.

No other public testimony was offered and the public hearing was closed.

Motion by Dupper, seconded by Dailey and unanimously carried to adopt Council Bill #R-2015-13.

Resolution No. 2843

A Resolution of the City of Loma Linda to adopt the 2015 Integrated Regional Water Management Plan for the Upper Santa Ana River Watershed

CC-2015-31 - Consent Calendar

Motion by Dailey, seconded by Dupper and unanimously carried to approve the following items:

The Demands Register dated March 24 2015 with commercial demands totaling \$199,097.98 and payroll demands totaling \$233,352.61.

The Demands Register dated March 31, 2015 with commercial demands totaling \$1,400,423.58.

The Demands Register dated April 14, 2015 with commercial demands totaling \$496,895.05 and payroll demands totaling \$228,405.36.

The Minutes of October 14 & 28 and November 12, 2014 as presented.

Request for Appropriation:

- a. \$899,900 related to the Mid-Year Budget Review
- b. \$60,000 for legal costs related to Department of Finance Litigation and Meet & Confer with Employee Associations
- c. \$25,000.00 for improvements to the Cole House, including fiber optic

Request for Approval of an Addendum to the Agreement for Professional Services with Lilburn Corporation to expand the scope of services (due to proposed changes in design) for Precise Plan of Design No. 13-018 Integrated Campus Master Plan and, the use of funds deposited (\$50,000) as Pass-Through-Fees paid for by the Applicant to cover the cost of the expanded scope of services.

Council Bill #R-2015-12.

Resolution No. 2844

A Resolution of the City Council of the City of Loma Linda, objecting to the sale of certain tax defaulted property within the City of Loma Linda (APN 0293-133-8 and APN 0283-121-54) Chapter 8, Sale No. 365

Award contract for rehabilitation of Mt. View Well #3 to Legend Pump & Well Service, Inc. of San Bernardino for \$71,566.00; City Staff to provide construction management services, including inspection.

Declared IS Equipment surplus and authorize disposal.

Old Business

CC-2015-32 - Request from Spanish Seventh-day Adventist Church, Mt. View Plaza, for waiver of fee related to a conditional use permit (Continued from March 10)

Assistant City Manager Bolowich presented the report, stating that Angels Bin, a for-profit entity, would provide the collection bins, sell the items donated, and a portion of the proceeds would then be given to the site hosting the bin. The Municipal Code required a Conditional Use Permit and Conditions of Approval for such activity. He indicated that the church made application on behalf of the for-profit entity. He then recommended that the request for a fee waiver be denied.

The applicant was not present.

Motion by Dupper, seconded by Lenart and carried to deny the request. Councilman Popescu abstained.

New Business

CC-2015-33 - Request for Special Event Permit – Quaid Harley-Davidson, 25160 Redlands Blvd., Motorcycle Bike Night Charity Event for Ronald McDonald House

Assistant City Manager Bolowich presented the item, stating that it was not usual for City Council to consider Special Events requests in that Staff processes the application and staffs the operation of the event relating to traffic and crowd control.

This event appeared to be beyond the scope of Staff's purview not because the event was for the Ronald McDonald house, but because a beer garden was proposed as part of the event. The Municipal Code limited the sale of on-site beer, wine and beverages to restaurants with seating. The beer and wine portion was not a sale event but was in conjunction with the overall activity. He also checked with the Department of Alcohol and Beverage Control which regulated spirits within one mile of LLU. The question was the alcohol component of the event. He confirmed that security would be funded by Quaid and provided by the Sheriff's Department and all proceeds would go to the Ronald McDonald House.

Greg Quaid spoke, stating that based upon the success of this event, it was planned to do more events which would increase Quaid's business and support charities. A question-and-answer period followed.

Motion by Dupper, seconded by Lenart and unanimously carried to approve a one-time event; to return to the City Council if another event was planned and if there were any issues relating to the current event.

CC-2015-34 - Selection of SCAG General Assembly Delegate and Alternate

It was noted that the City Manager previously attended. Discussion ensued.

By common consent, the City Manager was selected as the City's Delegate to the SCAG General Assembly.

Reports Of Officers

CC-2015-35 - Information concerning Executive Order from Governor regarding the drought

City Manager Thaipejr presented the item, stating that Governor Brown required cities to reduce water usage by 25 percent; the Water Board, however, reviewed usage on a per-capita basis and required Loma Linda to reduce its usage by 35 percent. In response, the City has reduced its irrigation times by 50 percent. He went on to say that if the Executive Order was not met, then the City could incur a fine of \$10,000 per day.

He also noted that a public hearing was scheduled for later in the month in Sacramento and the City would be sending a letter requesting reconsideration.

Old Business

CC-2015-36 - Civic Center Front Lawn Xeriscape Project

City Manager Thaipejr stated that previously a proposed Xeriscape Project was presented; however, some of the lawn could be artificial turf and showed a conceptual plan. Artificial turf was favored, and Mr. Thaipejr was asked to submit a price for artificial turf.

The meeting adjourned at 10:40 p.m.

Approved at the meeting of

City Clerk

City of Loma Linda

City Council Minutes

Regular Meeting of April 28, 2015

A regular meeting of the City Council was called to order by Mayor Rigsby at 5:51 p.m., Tuesday, April 28, 2015, in the Community Room of the Civic Center, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu (Arrived 7:06 p.m.) Ron Dailey
Councilmen Absent:	John Lenart
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

CC-2015-37 – Workshop with the Budget Committee pertaining to the 205-2016 Fiscal Year Budget

Budget Committee Members Present:	Jay Gallant Kurt Swigart Gary Nelson Verne Miller
Budget Committee Members Absent:	Mary Lynne Cook Gordon Hewes Kevin Fisher

City Manager Thaipejr presented the item, reviewing General Fund Revenue, noting that \$5.4 million was included in the proposed budget because of paybacks anticipated from the State in addition to Transient Occupancy Tax of \$220,000 because of the new hotel on Redlands Boulevard expected to open in June.

He indicated that revenue from Building Permits was expected to be down for Fiscal Year 2015-2016 because a lot of the construction occurred in Fiscal Year 2014-2015. Transfers In consisted of Gas Tax, Citations, and COPS Grant funds that are transferred to the General Fund. He also noted that the final payment on the Civic Center Bonds had been made. The overall revenue for the General Fund for Fiscal Year 2015-2016 was estimated at \$16.4 million. He then reviewed the Sewer Enterprise and Water Funds, noting that it was expected that water consumption would decrease due to the drought regulations; however, the cost of operations/overhead would not decrease.

Mr. Thaipejr then reviewed major expenditures noting that the Sheriff's Contract increased due to the addition of a deputy and an increase in liability insurance; Public Works showed an increase because of deferred facility maintenance. He then reviewed cost for legal services and apparatus replacement for the Fire Department, noting that vehicle and equipment replacement for Public Works was included in the Five-Year Capital Improvement Program (CIP). He suggested that the funds in the reserve line item "Equipment Replacement" be used to assist in paying for apparatus replacement. Chief Bender responded to questions, stating that fire apparatus normally had a 20-year life; that the apparatus to be replaced was either at or exceeded that time frame; equipment was being borrowed from other cities when needed; the water tender was a much lower use of apparatus in that its use was more seasonal than use of the pumper.

Discussion ensued among City Council, Budget Committee Members and Staff. Mr. Thaipejr summarized that 2014-2015 was a very difficult year because of action of the State and Legislature and the water crisis. He also stated that the Budget Committee would meet on May 13 to develop recommendations to the City Council.

Councilman Dailey asked that the Budget Committee prepare a plan as to which money is planned for what, such as a depreciation of equipment.

The City Council recessed at 7:09 p.m. and reconvened in the City Council Chamber at 7:19 p.m. with all members present except Councilman Lenart.

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

CC-2015-38 – Consent Calendar

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

The Demands Register dated April 28, 2015 with commercial demands totaling \$1,781,536.92 and payroll demands for April 9, 2015 totaling \$270,993.33 and for April 23, 2015 totaling \$241,413.61.

The Minutes of September 23, 2014 as presented.

The March 2015 Treasurer's Report for filing.

The March 2015 Fire Department Report for filing.

Old Business

CC-2015-39 – Council Bill #2015-01 (Second Reading/Roll Call Vote) – Zone Change No. 14-061 to change the Multi-Family (R-3) Zone to Institutional (I) Zone for 25401-25417 Cole Street

City Manager Thaipejr stated that at the last City Council meeting, a public hearing was held and the City Council introduced the proposed ordinance on First Reading.

Motion by Popescu, seconded by Dupper and unanimously carried to waive reading of Council Bill #O-2015-01 in its entirety; direct the Clerk to read by title only and call the roll. Councilman Lenart absent.

The Clerk read the title and called the roll with the following results:

Ayes:	Rigsby, Dupper, Popescu, Dailey
Noes:	None
Absent:	Lenart

Ordinance No. 726

An Ordinance of the City Council of the City of Loma Linda amending the official Zoning Map of the City of Loma Linda from Multi-Family Residence (R-3) to Institutional for parcels located at 25401-25417 Cole Street (APN 0284-142-08, 07) (Zone Change No. 14-061)

The meeting adjourned at 7:23 p.m.

Approved at the meeting of

City Clerk

City of Loma Linda

City Council Minutes

Regular Meeting of May 12, 2015

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:08 p.m., Tuesday, May 12, 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 John Lenart
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

Councilman Popescu led the invocation and Pledge of Allegiance. No items were added or deleted.

Oral Reports/Public Participation

Socorro Panataleon announced mobile office hours for Assemblyman Steinort at the Civic Center and indicated that flyers would be available soon regarding Coffee with the Assemblyman.

Conflicts of Interest

See CC-2015-042.

Scheduled and Related Items

CC-2015-040 – Presentation by Mitch Alderman, Director of Transit & Rail Programs, SANBAG regarding the Redlands Rail Project

Mr. Alderman indicated that the passenger rail service would begin at the train center in San Bernardino, and travel along the existing alignment to the University of Redlands; the SANBAG Board completed the CEQA Document in March; the final design would be completed this summer; construction was expected to start in late 2017, and operations were anticipated to begin in late 2019.

He went on to say that the old alignment extended from the depot in San Bernardino along the Santa Fe Line; in 1992, SANBAG bought the right-of-way at \$26 million with Measure I funds. He indicated that the line would be reconstructed; stations would be added; the existing maintenance facility would be used; and the train would be a Diesel Multiple Unit made in Switzerland.

Mr. Alderman elaborated that the project consisted of replacing nine miles of track, four bridges, 18 grade crossings, closing two to four grade crossings, and constructing five stations: California Street, San Bernardino, New York Street, Downtown Redlands, and University of Redlands. All stations would have level boarding and security. The entire line would be comprised of quiet zones.

He then reviewed the benefits of the diesel over the MetroLink, stating that the diesel was one-sixth the horsepower, six times more fuel efficient, fewer emissions, more economical to operate, started and stopped quicker, and had less time delay at grade crossings.

Mr. Alderman stated that there was no funding from local cities; funding came from federal, state and Measure I funds and there was bonding for the project as needed. Included in the cost was construction, vehicles, design, construction and program management, right-of-way acquisition, start up and testing.

A question-and-answer period followed. No action required.

CC-2015-041 – Presentation of Proclamation to Community Action Partnership of San Bernardino County (CAPSBC) in recognition of its 50th Anniversary

Mayor Rigsby summarized the Proclamation and indicated it would be presented at the 50th Anniversary Event on May 16.

CC-2014-042 – Public Hearing – Precise Plan of Design No. 15-012 to construct a 1500 square-foot storage facility and two separate carports for vehicle and all-terrain (ATV) vehicle parking with solar panels at 25040 Stewart Street in the Institutional (I) Zone (Rule of Necessity to be invoked)

Four Councilmen declared possible conflicts of interest due to income or affiliation with Loma Linda University Medical Center. The Rule of Necessity was invoked resulting in Councilmen Popescu and

Lenart sitting with Mayor pro tempore Dupper to constitute a quorum and vote; Councilmen Rigsby and Dailey leaving the Council Chamber.

The public hearing was opened and Mayor pro tempore Dupper chaired the item. Assistant City Manager Bolowich presented the report into evidence, stating that the request conformed to the zoning, General Plan, and existing uses; it was bounded by the railroad property and multi-family to the north and south with single-family uses to the east and west.

He noted that the project involved the construction of a 1,500 square-foot storage building and carports with solar panels for parking utility carts, and replacing a landscaped area. He showed the elevations, noting that the colors would match the existing structures; the use complied with the Institutional Zone Development Standards; and the project was categorically exempt from CEQA.

No other public testimony was offered and the public hearing was closed.

Motion by Lenart, seconded by Popescu and unanimously carried to approve Precise Plan of Design No. 14-012 subject to the Conditions of Approval. Councilmen Rigsby and Dailey did not vote.

Councilmen Rigsby and Dailey returned.

CC-2015-043 – Consent Calendar

Staff responded to questions regarding the proposed Park Fund expenditure, Landscape Maintenance District and Street Light Benefit Assessment District items.

Motion by Dupper, seconded by Lenart and unanimously carried to approve the following items:

The Demands Register dated April 30, 2015 with commercial demands totaling \$168,142.16.

The Demands Register dated May 12, 2015 with commercial demands totaling \$\$1,341,817.84.

The Minutes of December 9, 2014 and March 10, 2015 as presented.

Renewal of Legal Services Agreement with the law firm of Atkinson, Andelson, Loya, Ruud & Romo regarding Human Resources.

Expenditure of \$70,250 from Park Fund to install a playground in Elmer Digneo Park.

Council Bill #R-2015-14, R-2015-15, and R-2015-16 pertaining to Landscape Maintenance District No. 1 Annual Report for Fiscal Year 2015-2016.

Resolution No. 2845

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, California, initiating proceedings and ordering the preparation of an Engineer's Report for Landscape Maintenance District No. 1 for Fiscal Year 2015/2016

Resolution No. 2846

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, preliminarily approving Engineer's Report for Fiscal Year 2015/2016 for Landscape Maintenance District No. 1

Resolution No. 2847

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, California declaring its intention to levy and collect assessments for Fiscal Year 2015/2016 in Landscape Maintenance District No. 1 an assessment district; declaring the work to be of more special than general public benefit; specifying the exterior boundaries of the areas within Landscape Maintenance District No. 1 to be assessed the cost and expense thereof; designating said District as Landscape Maintenance District No. 1, determining that these proceedings shall be taken pursuant to the Landscaping and Lighting Act of 1972; and offering a time and place for the public hearing

Council Bill #R-2015-17, R-2015-18, and R-2015-19 pertaining to Street Light Benefit Assessment District Annual Report for Fiscal Year 2015-2016.

Resolution No. 2848

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, State of California, initiating proceedings and ordering the preparation of an Engineer's Report for Street Light Benefit Assessment District No. 1 for Fiscal Year 2015/2016

Resolution No. 2849

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, State of California, preliminarily approving Engineer's Report for Fiscal Year 2015/2016 for Street Light Benefit Assessment District No. 1

Resolution No. 2850

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, California declaring its intention to levy and collect assessments for Fiscal Year 2015/2016 in Street Light Benefit Assessment District No. 1 an assessment district; declaring the work to be of more special than general public benefit; specifying the exterior boundaries of the areas within Street Light Benefit Assessment District No. 1 and to be assessed the cost and expense thereof; designating said District as Street Light Benefit Assessment District No. 1, determining that these proceedings shall be taken pursuant to the Landscaping and Lighting Act of 1972; and offering a time and place for the public hearing

Appropriation of \$673,000 into Miscellaneous Grant Fund expenditures and increase revenues from SBA Fiber Optic Grant for extension of fiber optic infrastructure to Grand Terrace.

Reports of Officers

City Manager Thaipejr reported that the State Water Board approved water conservation measures, thus requiring Loma Linda to reduce water consumption by 36 percent by June 9, 2015. He went on to say that a sign will be installed at the City's parks and the Civic Center regarding efforts to reduce consumption. The City has reduced the timing of landscaped areas by 50 percent. There will also be signs available for residents, "We are doing our part to conserve water. Are you doing your part?" He also stated that there will be a door hanger regarding water waste which will list the Stage 2 water restrictions.

The meeting adjourned at 8:01 p.m. to 7:00 p.m., Wednesday, May 27 to conduct a closed session relating to Public Employee Discipline/Dismissal/Release.

Approved at the meeting of

City Clerk

City of Loma Linda

City Council Minutes

Adjourned Regular Meeting of May 27, 2015

An adjourned regular meeting of the City Council was called to order by Mayor Rigsby at 7:16 p.m., Wednesday, May 27, 2015, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu Ron Dailey John Lenart
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Councilmen Absent:	None
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Others Present:	City Attorney Richard Holdaway City Clerk
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Councilman Dailey led the invocation and Pledge of Allegiance. No items were added or deleted and no public participation comments were offered upon invitation of the Mayor.

CC-2015-043 – Closed Session – Public Employee Discipline/Dismissal/Release

City Attorney Holdaway introduced the closed session item as identified on the agenda and the City Council adjourned to closed session.

The City Council reconvened in open session with all members present at 10:37 p.m. The City Attorney announced that the City Council had not completed deliberation on the closed session item and that no final action had been taken; therefore City Council continued the matter to a further closed session at 5:30 p.m., Tuesday, June 9.

The meeting adjourned at 10:37 p.m.

Approved at the meeting of

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: June 9, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FRO<: Diana DeAnda, Finance Director/City Treasurer
SUBJECT: April and May 2015 Treasurer's Report

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
MAY 2015

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	2,637,906.36
Outstanding Checks as of month-end		<u>(761,552.00)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	1,876,354.36
 BANK OF AMERICA - PAYROLL	 \$	 36,674.60
 HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		 97,193.43
Outstanding Checks as of month-end		<u>(225.63)</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	96,967.80
 SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		 1,292,870.46
Outstanding Checks as of month-end		<u>(110,730.12)</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	1,182,140.34
 DEMAND DEPOSIT ACCOUNTS - TOTAL	 \$	 <u>3,192,137.10</u>

INVESTMENTS

	YIELD	
LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	N/A	\$ 19,260,446.68
SUCCESSOR RDA	N/A	1,781,510.10
SUCCESSOR RDA -Bond Proceeds		4,621,023.74
SUCCESSOR RDA -Total		6,402,533.84
HOUSING AUTHORITY	N/A	370,990.71
INVESTMENTS TOTALS		<u>\$ 26,033,971.23</u>

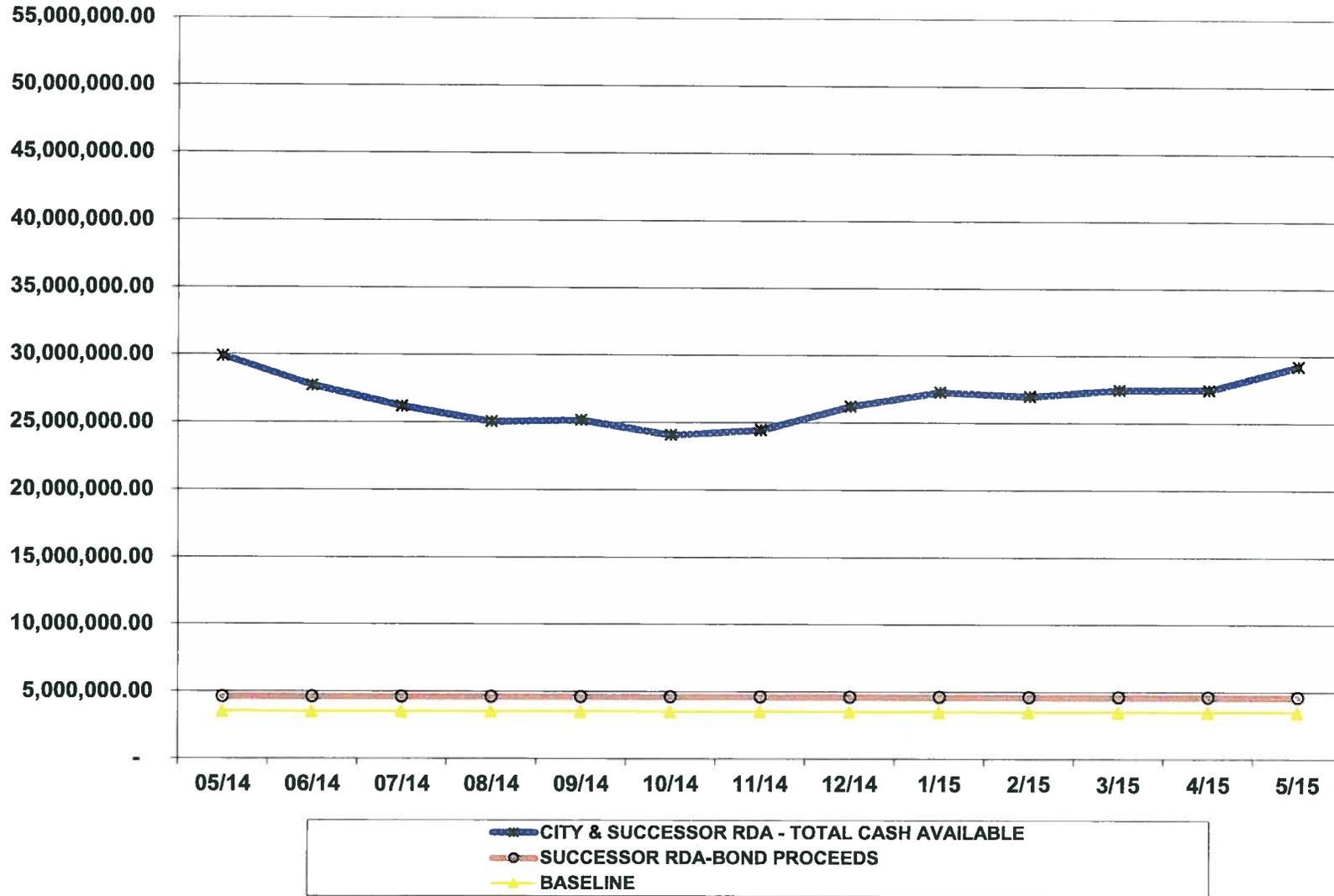
OTHER CASH

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		 29,227,958.33
 PREVIOUS MONTH		 <u>27,462,831.59</u>
 CHANGE +/-	 \$	 <u>1,765,126.74</u>

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 5/14 - 5/15**



CITY OF LOMA LINDA
COMPOSITION OF CASH
APRIL 2015

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	1,037,410.83
Outstanding Checks as of month-end		<u>(739,067.08)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	298,343.75
BANK OF AMERICA - PAYROLL	\$	18,986.82
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		92,449.75
Outstanding Checks as of month-end		<u>(8,614.28)</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	83,835.47
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		137,227.82
Outstanding Checks as of month-end		<u>(111,383.50)</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	25,844.32

DEMAND DEPOSIT ACCOUNTS - TOTAL \$ 427,010.36

INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)

CITY	0.283%		\$ 20,260,446.68
SUCCESSOR RDA	0.283%	1,781,510.10	
SUCCESSOR RDA -Bond Proceeds		4,621,023.74	
SUCCESSOR RDA -Total			6,402,533.84
HOUSING AUTHORIT	0.283%		370,990.71

INVESTMENTS TOTALS \$ 27,033,971.23

OTHER CASH

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

OTHER CASH TOTAL \$ 1,850.00

CASH AND INVESTMENTS - GRAND TOTAL 27,462,831.59

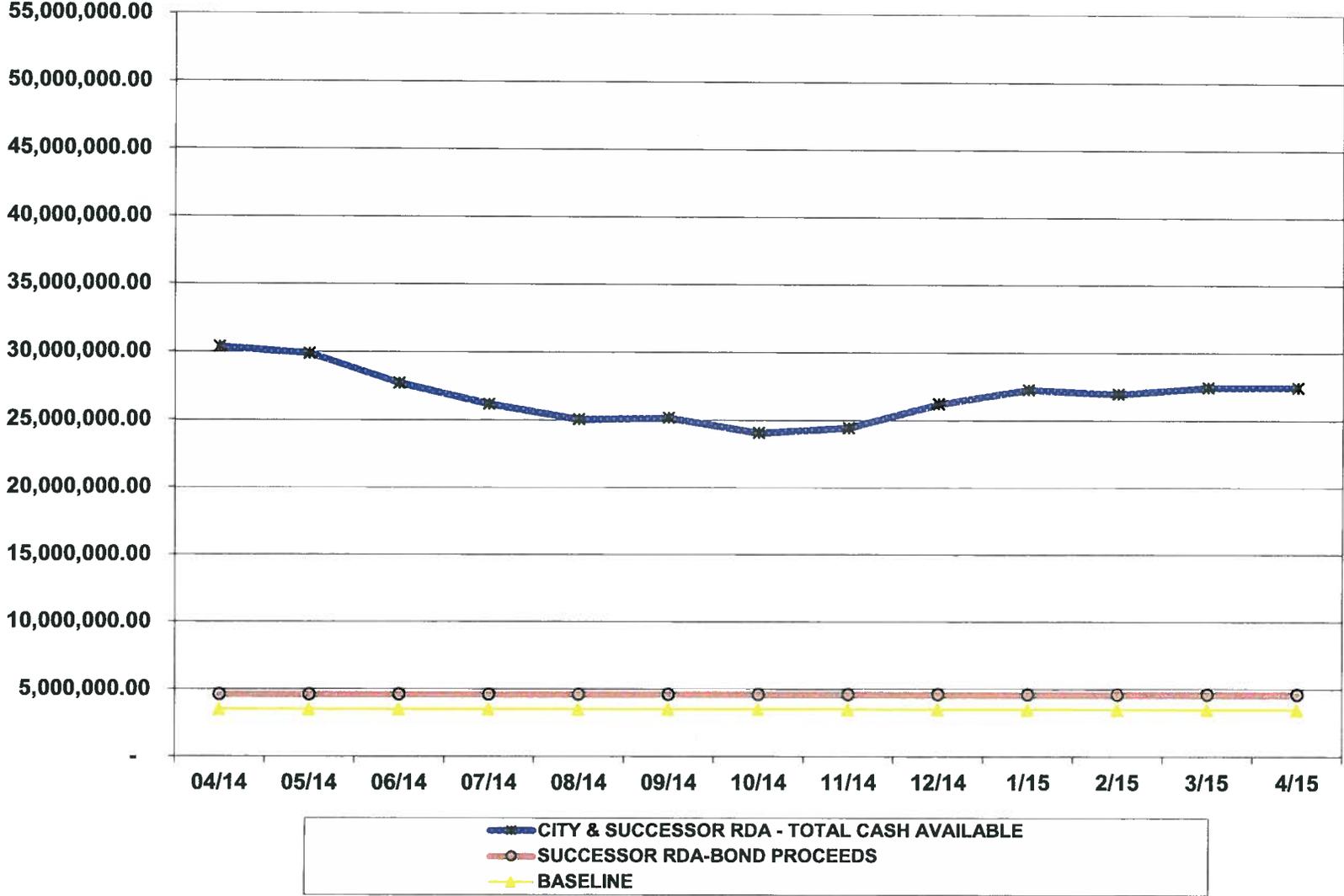
PREVIOUS MONTH 27,458,076.27

CHANGE +/-) \$ 4,755.32

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 4/14 - 4/15**





City of Loma Linda Official Report

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

COUNCIL AGENDA: June 9, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeff Bender, Fire Chief *[Signature]*
SUBJECT: April Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division

The Fire Department's Operations Division responded to 365 incidents in April 2015.

The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	195	53.4%	797	58.1%
Traffic Collision (TC)	18	4.9%	62	4.5%
MA + TC	213	58.4%	859	62.7%
Hazardous Conditions	4	1.1%	11	0.8%
Hazardous Material	0	0.0%	0	0.0%
Mutual/Automatic Aid	56	15.3%	195	14.2%
Public Assistance	15	4.1%	74	5.4%
Rescue	6	1.6%	9	0.7%
Structure Fire	3	0.8%	12	0.9%
Cooking	1	0.3%	4	0.3%
Vegetation Fire	9	2.5%	13	0.9%
Vehicle Fire	1	0.3%	6	0.4%
Refuse Fire	3	0.8%	8	0.6%
All Fires	17	4.7%	43	3.1%
Other	21	5.8%	55	4.0%
Fire Alarm Activation*	33	9.0%	125	9.1%

*Note: Includes accidental activation, burnt food, good intent, system malfunction, malicious, etc.

Training Division Highlights:

- Station Fire Incident Review, Morales (instructor)
- Phos Check Foam Class & Demonstration
- EMS Continuing Education, Advance Resuscitation Team

Public Education/Relations Detail:

- Participated in the Kidz Watch program at Mission Elementary School
- Supported Graveside Service for Chief Al Teague with Honor Guard
- Supported Quad Harley Davidson's Open House
- Participated in Fundraising for the Children's Hospital – Tip-A-Firefighter

SUBJECT: April 2015 Fire Department Activity Report Continued

Fire Prevention Division:

The Fire Departments Prevention Division monthly activity report is as follows:

Certificate Of Occupancy Inspection	
Commercial UL-300 Hood Inspections	
Commercial UL-300 Hood Inspections 6 mo. Cert.	
Construction Site Inspection	16
Fire Alarm System Test & Inspection (# of trips)	4
Fire Building Final Inspection	1
Fire Flow Test (Hydrant Testing)	2
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	
Fire Sprinkler Rough – Commercial	
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	2
Five Year FS System Certification – Observe Flush	1
Knox Box Placement/Inspection	2
New Tenant Inspection	3
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	20
Smoke Alarm Check	
Solar Panel Inspection	2
Underground Flam. Liquid Tank Inspection	
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	15
Meetings	8
Public Education (hours)	
Public Hearings / Council Meetings	
Training Classes (hours)	
Annual Fire Inspections	5
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	6
Field Investigation / Inquiries	2
Fire / Arson / Illegal Burn Investigation	
Serious Accident Review Team (hours)	
Special Events – July 4 th Fireworks Patrol	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	3
Weed Abatement Administrative Time (hours)	13.5
Weed Abatement, Parcels Inspected	150



City of Loma Linda Official Report

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

COUNCIL AGENDA: June 9, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeff Bender, Fire Chief *JB*
SUBJECT: May Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division

The Fire Department's Operations Division responded to 357 incidents in May 2015.

The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	200	56.0%	997	57.7%
Traffic Collision (TC)	12	3.4%	74	4.3%
MA + TC	212	59.4%	1071	62.0%
Hazardous Conditions	3	0.8%	14	0.8%
Hazardous Material	0	0.0%	0	0.0%
Mutual/Automatic Aid	45	12.6%	240	13.9%
Public Assistance	30	8.4%	104	6.0%
Rescue	1	0.3%	10	0.6%
Structure Fire	2	0.6%	14	0.8%
Cooking	3	0.8%	7	0.4%
Vegetation Fire	5	1.4%	18	1.0%
Vehicle Fire	1	0.3%	7	0.4%
Refuse Fire	1	0.3%	9	0.5%
All Fires	12	3.4%	55	3.2%
Other	17	4.8%	72	4.2%
Fire Alarm Activation*	37	10.4%	162	9.4%

*Note: Includes accidental activation, burnt food, good intent, system malfunction, malicious, etc.

Training Division Highlights:

- Monthly Emergency Medical Services (EMS) Training
 - Monthly EMS training, CQI
 - LVAD training through ARMC
- SBCTO's Annual Preparedness Drill (3 days)
- High Angle Rescue training at new LLVA facility

Public Education/Relations Detail:

- Participated in the American Cancer Society Relay For Life
- Participated in the Kidz Watch program at Bryn Mawr Elementary School

SUBJECT: May 2015 Fire Department Activity Report Continued

Fire Prevention Division:

The Fire Departments Prevention Division monthly activity report is as follows:

Certificate Of Occupancy Inspection	
Commercial UL-300 Hood Inspections	
Commercial UL-300 Hood Inspections 6 mo. Cert.	
Construction Site Inspection	6
Fire Alarm System Test & Inspection (# of trips)	2
Fire Building Final Inspection	
Fire Flow Test (Hydrant Testing)	3
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	1
Fire Sprinkler Rough – Commercial	1
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	2
Five Year FS System Certification – Observe Flush	1
Knox Box Placement/Inspection	1
New Tenant Inspection	2
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	20
Smoke Alarm Check	
Solar Panel Inspection	
Underground Flam. Liquid Tank Inspection	
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	
Meetings	6
Public Education (hours)	
Public Hearings / Council Meetings	
Training Classes (hours)	2
Annual Fire Inspections	
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	
Field Investigation / Inquiries	
Fire / Arson / Illegal Burn Investigation	
Serious Accident Review Team (hours)	
Special Events – July 4 th Fireworks Patrol	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	
Weed Abatement Administrative Time (hours)	
Weed Abatement, Parcels Inspected	



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: June 9, 2015
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director TJT
SUBJECT: Award of Contract to Install Playground Equipment at Elmer Digneo Park.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the conceptual design and award a contract to Miracle Recreation Equipment Company, of Corona to complete the design and purchase the equipment for \$25,033.94; then award a contract to The Fibar Group LLC for \$13,706.36 to purchase the engineered wood fiber; and award a contract to Ortco Inc. for \$33,507.00 to install the playground equipment at Elmer Digneo Park.

BACKGROUND

Elmer Digneo Park is a community park located on the east side of Anderson Street, north of the UPRR tracks. The University leases the park land to the City for a nominal fee. The existing playground equipment does not meet the American with Disabilities Act accessible playground criteria. Some of the equipment has already been removed for noncompliance issues. City Council approved an appropriation at the May 12, 2015 meeting for this project.

ANALYSIS

Staff solicited playground designs from previously approved vendors. Two (2) designs were submitted for review and consideration. The Parks and Beautification Committee approved forwarding a recommendation to approve the design by Miracle Recreation Equipment Company, (Miracle) of Corona. Miracle is providing the design and equipment for a cost of \$25,033.94. The Fibar Group LLC has submitted a cost of \$13,706.36 to supply the engineered wood fiber for the safety zones. Ortco, Inc. of Orange, CA, a properly licensed playground equipment installer who works with Miracle, has provided a cost of \$33,507.00 to prepare the site and install the equipment. Staff will provide inspection services.

FINANCIAL IMPACT

Adequate funding is available in Park Fund, Account No. 04-5320-8500.



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: June 9, 2015

TO: City Council

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

SUBJECT: File Notice of Completion for Widening Stewart Street and
Installation of Pedestrian Bridge (CIP 08-145)

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council accept this project as substantially complete then authorize the City Clerk to file the Notice of Completion.

BACKGROUND

On May 8, 2012, City Council approved a Memorandum of Understanding (MOU) with Loma Linda University regarding this project. The MOU obligated \$500,000 of City funds according to a specific schedule. Measure I funding, in 2 annual payments of \$250,000 (FY 12/13 & 13/14), was earmarked.

On September 11, 2012, City Council awarded a contract to USS Cal Builder, Inc. in the amount of \$5,785,424.00 and authorized a contingency allocation of \$580,000 ($\pm 10\%$ of contract). Material testing, construction survey and project management contracts were awarded separately. The total construction cost was \$6,347,674.99 which does not exceed the awarded amount plus authorized contingency.

The Contractor performed in a responsive, professional and very cost effective manner. The work was completed satisfactorily per agreement and final cost agreed. All releases of lien have been submitted or bonded for guarantee.

Attached is the Notice of Completion for the subject project. Upon City Council authorization, the City Clerk will submit the Notice of Completion for recordation. The one (1) year warranty period provided by the contractor will commence from the date of recordation.

FINANCIAL IMPACT

City funding for this project was provided by Measure I.

I:\Public Works Admin\Staff Reports\Notice of Completion\Stewart Street Widening and Pedestrian Bridge.doc

RECORDING REQUESTED BY: AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354	
--	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM FILING FEES, GOVERNMENT CODE SECTION 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described:
2. The FULL NAME of the OWNER is City of Loma Linda
3. The FULL ADDRESS of the OWNER is 25541 Barton Road, Loma Linda, CA 92354
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.

(If other than fee, strike "in fee" and insert, for example "purchaser under contract of purchase" or "lessee.")

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

Names	Addresses

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

Names	Addresses

7. A work of improvement on the property hereinafter described was COMPLETED June 9, 2015

8. The work of improvement completed is described as follows: Stewart Street Widening and Pedestrian Bridge (CIP 08-145)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is USS Cal Builder, Inc., 8051 Main Street, Stranton, CA 90680

10. The street address of said property is Stewart Street

11. The property on which said work of improvement was completed is in the City of Loma Linda
County of San Bernardino, State of California, and is described as follows:
Stewart Street Widening and Pedestrian Bridge (CIP 08-145)

Signature of Owner or Agent Owner _____ Date: _____

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

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of person signing on behalf of owner)



City of Loma Linda Official Report

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

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

COUNCIL AGENDA:

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Jeff Bender, Fire Chief *JB*

SUBJECT: California Fire Assistance Agreement Update

RECOMMENDATION

It is recommended that the City Council approve and adopt the proposed Resolution, identifying the terms and conditions for Fire Department response away from their official duty station and assigned to an emergency incident.

BACKGROUND

Every year the Loma Linda Fire Department (LLFD) assists the State of California, several Federal agencies including but not limited to: US Forest Service, Bureau of Land Management, Fish and Wildlife Service, and/or other local government agencies during times of severe wildfire conditions or other large-scale emergency incidents. These emergencies often require the need of additional emergency personnel and/or fire apparatus to effectively address the emergency at hand. For many years now, the City has been responsive to these requests for assistance provided that reimbursement for LLFD resources has been made for responses as directed by the California Master Mutual Aid Agreement. The California Fire Assistance Agreement (CFAA) is the primary contract used between the various statewide agencies to share resources and provide a system for reimbursement. The recently updated CFAA includes a slight change regarding reimbursement.

Under the new terms of the CFAA, local fire agencies seeking reimbursement for personnel for the time committed to an incident, including travel time both to the incident and returning to Loma Linda (portal-to-portal) must file a resolution with California OES Fire and Rescue Division. The resolution indicates how LLFD personnel are compensated.

ANALYSIS

With the adoption of this resolution, the City of Loma Linda will continue to be reimbursed for the full portal-to-portal cost of providing personnel and equipment, plus and administrative fee, to other fire agencies as outlined in the CFAA.

FISCAL IMPACTS

The intent of the Resolution is to assure that the City of Loma Linda is reimbursed for the full cost associated with LLFD resources assisting other agencies on large scale incidents.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS, the City of Loma Linda is a public agency located in the County of San Bernardino, State of California: and

WHEREAS, it is the City of Loma Linda's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Loma Linda has in its employ, Fire Department response personnel that include the ranks of: Fire Chief, Division Chief, Battalion Chief, Fire Captain, Engineer, and Firefighter/Paramedic; and

WHEREAS, the City of Loma Linda will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of Loma Linda will compensate its employees in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES HEREBY RESOLVE AS FOLLOWS:

1. Personnel shall be compensated according to Memorandum of Understanding, Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. The Loma Linda Fire Department will maintain a current salary survey on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
3. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

PASSED, APPROVED AND ADOPTED this ___ day of ___ by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk



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: June 9, 2015

TO: City Council

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

SUBJECT: Approve Appropriation of \$3,700 from Public Meeting Facility Fund to Install Improvements for the Cole House in Heritage Park.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of \$3,700 from Public Meeting Facility Fund balance into expenditure Account No. 18-2450-8500 in order to complete the improvements at the Cole House in Heritage Park.

BACKGROUND

The Cole House in Heritage Park is now being occupied by the consultant construction management team for the I-10/Tippecanoe Interchange Improvement Project Phase II. However, during the final stages of site improvements, additional fiber optic line work was required to complete the project.

ANALYSIS

With the acceptance by City Council for this appropriation, the improvements designated for this project will be complete. The security system is installed. General maintenance contracts have been ascertained, and the property is occupied.

FINANCIAL IMPACT

Appropriate \$3,700 from Public Meeting Facility Fund balance into expenditure Account No. 18-2450-8500.

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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: June 9, 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 Romo Planning Group, Inc. for contract planning services, preparation of an environmental analysis and associated technical studies for the construction of a drive-thru car wash facility on a vacant property located at 24965 Redlands Boulevard.

RECOMMENDATION

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

1. Approve the Agreement for Professional Support Services with Romo Planning Group, Inc. to prepare and process a Conditional Use Permit and Environmental Analysis, including associated technical studies for the drive-thru car wash facility at 24965 Redlands Boulevard; and,
2. Approve the use of funds to be deposited in the amount of \$28,877.00 as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis

BACKGROUND

On April 14, 2015, planning staff sent out a Request for Proposal (RFP) to provide contract planning services and to prepare the related environmental documents for the proposed drive-thru car wash. Staff sent out RFPs to three qualified consultants: First Carbon Solutions, Romo Planning Group Inc., and Lilburn Corporation, and received responses from all three. Staff rated each one on their scope of work, time of completion, and cost estimates, and based on these factors, Romo Planning Group, Inc. was selected.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Romo Planning Group, Inc. to provide contract planning services, which includes staff reports, environmental initial study, and technical reports for the drive-thru car wash facility, 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 Service, Schedule and Cost Estimate

5. Scope of Services/Project Schedule

TASKS

The task-by-task descriptions that follow present RPG's work program to meet the City of Loma Linda's requirements pursuant to the Request for Proposal dated April 14, 2015.

TASK 1 - OVERALL PROJECT MANAGEMENT

Provide planning project management for the project. The Project Manager will be the primary contact for the City serving as an extension of City staff and will report to the Assistant City Manager or designee. This task involves the processing and report preparation of the Conditional Use Permit application and includes such items as conditions of approval, findings, resolutions etc. as required by the City.

TASK 2 - PROJECT INITIATION

2.1: Review Scope of Work: RPG will meet with City staff to ensure that the Scope of Services meets the City's requirements.

2.2: Gather Background Information: RPG will meet with City staff to obtain any pertinent information about the project.

2.3 Kick-off Meeting: RPG will meet with City staff to fulfill Tasks 2.1 and 2.3 above.

Work Products:

- One (1) Kick-off meeting.

TASK 3 - SCREENCHECK INITIAL STUDY CHECKLIST

Task 3.1: Screencheck Initial Study Checklist: RPG will prepare a Screencheck Initial Study Checklist consistent with Appendix G of the CEQA Guidelines. The entries on the checklist will be explained to indicate that there is evidence to support the entries. The document shall maintain screencheck status until the City staff determines they are ready for public review.

The Initial Study Checklist will be supported by the following technical studies prepared by RPG or its sub-consultants:

Task 3.2: Air Quality/Greenhouse Gas Study:

Air Quality

RPG will prepare an Air Quality Analysis to evaluate the potential impacts to air quality associated with construction and operation of the proposed Project, and recommend measures to mitigate impacts, if necessary, to reduce impacts to less than significant levels consistent with the South Coast Air Quality Management District and CEQA requirements.

The study will rely upon the criteria used to determine the significance of potential project-related air quality impacts which are taken from the *Initial Study Checklist in Appendix G of the State CEQA*

Guidelines (14 California Code of Regulations §§15000, et seq.). Based on these thresholds, a project would result in a significant impact related to air quality if it would:

- (1) Conflict with or obstruct implementation of the applicable air quality plan.**
- (2) Violate any air quality standard or contribute to an existing or projected air quality violation.**
- (3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors).**
- (4) Expose sensitive receptors to substantial pollutant concentrations.**
- (5) Create objectionable odors affecting a substantial number of people.**
- (6) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.**
- (7) Be in conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.**

Both construction and operational emissions for the Project will be estimated by using the *California Emissions Estimator Model* which is a statewide land use emissions computer model designed to provide a uniform platform for government agencies to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. The model can be used for a variety of situations where an air quality analysis is necessary or desirable such as California Environmental Quality Act (CEQA) documents and is authorized for use by the South Coast Air Quality Management District.

The South Coast Air Quality Management District has also established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the national and/or state ambient air quality standards. The South Coast Air Quality Management District has established Localized Significance Thresholds which were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities. The Air Quality Analysis will make use of methodology included in the SCAQMD *Final Localized Significance Threshold Methodology (Methodology)* (SCAQMD, June 2003/Revised July 2008). LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest residence or sensitive receptor.

Greenhouse Gas Emissions

RPG will prepare a CEQA compliant analysis of greenhouse gas emissions which includes the following components:

- ***Identify Greenhouse Gas Emissions:*** Lead Agencies should make a good-faith effort, based on available information, to calculate, model, or estimate the amount of greenhouse gas emissions from a project.

- **Determine Significance:** As with any environmental impact, Lead Agencies must determine what constitutes a significant impact. In the absence of significance thresholds for greenhouse gas emissions, the Lead Agency must rely on other scientific data to clearly define what constitutes a "significant impact" for greenhouse gas emissions. Individual lead agencies may undertake a project by- project analysis, consistent with available guidance and current CEQA practice.
- **Mitigate Impacts if Necessary:** If a project is determined to have significant impacts, mitigation measures will be required. Mitigation measures will vary with the type of project being contemplated, but may include alternative project designs or locations that conserve energy and water, measures that reduce vehicle miles traveled by fossil-fueled vehicles, measures that contribute to established regional or programmatic mitigation strategies, and measures that sequester carbon to offset the emissions from the project.

Task 3.3: Noise Study

Please refer to attached proposal from Landrum and Brown dated April 27, 2015.

Task 3.4: Traffic Study

Please refer to attached proposal from Willdan Engineering dated April 29, 2015.

Work Products:

- Two (2) copies of the Screencheck Initial Study Checklist.
- One (1) CD of the Screencheck Initial Study Checklist in MS Word.
- One (1) CD containing the Air Quality /Greenhouse Gas Study; Noise Study; and Traffic Study in PDF format.

TASK 4 - PUBLIC REVIEW VERSION OF THE INITIAL STUDY CHECKLIST/NEGATIVE DECLARATION/OR MITIGATED NEGATIVE DECLARATION

If after completion of the Initial Study Checklist, the City determines that there is *no* substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, then a Negative Declaration or a Mitigated Negative Declaration will be prepared.

It is important to note that RPG makes no presumptions regarding the appropriate CEQA document for the proposed project since such a determination/recommendation cannot be appropriately made until the Initial Study Checklist is completed. However, given the location and characteristics of the project, a Negative Declaration or a Mitigated Negative Declaration will likely be the most appropriate CEQA document.

Task 4.1: Notice of Intent. RPG shall prepare a Notice of Intent to the public, responsible agencies, trustee agencies, and the county clerk pursuant to CEQA Guidelines Section 15072.

Work Products:

- One (1) copy of the Notice of Intent in electronic format.

TASK 5 – PROCESS PUBLIC REVIEW OF CEQA DOCUMENT

RPG shall file the Notice of Intent according to CEQA and the City's specifications and distribute the CEQA document to governmental agencies and local jurisdictions, and other interested parties. Proof of filing and distribution shall be submitted to the City for the environmental and project record.

Work Products:

- A master CD containing the Initial Study Checklist, Notice of Intent and Technical Appendices in MS Word.

TASK 6 - RESPONSE TO COMMENTS

RPG will review all written comments submitted by agencies or the public during the public review period and prepare written Response to Comments. The document will maintain a screen check status until City staff determines it is ready for public review.

Work Products:

- One (1) copy of the screencheck draft Response to Comments.
- A CD of the document in MS Word.

TASK 7- MITIGATION MONITORING AND REPORTING PROGRAM (If Applicable)

RPG will prepare a Mitigation Monitoring and Reporting Program consistent with the City of Loma Linda's procedures and standards (if applicable). For each measure, the responsible party, implementation actions, and confirmation of action will be indicated. The Mitigation Monitoring and Reporting Program will be designed to ensure compliance with adopted mitigation requirements during project implementation. The document will maintain its screencheck status until City staff accepts it as a public document.

Work Products:

- One (1) copy of the Screencheck Mitigation Monitoring and Reporting Program (if applicable).

TASK 8 - PUBLIC HEARINGS

RPG will attend up to two (2) Planning Commission hearings.

Work Products:

- Up to two (2) Planning Commission hearings.

Project Schedule

Task	Estimated Timeframe (Days)
Task 1. Overall Project Management	On-going
Task 2. Project Initiation	1 Working Day
Task 3. Screencheck Initial Study Checklist which includes preparation of the following Technical Studies: <ul style="list-style-type: none"> • Air Quality/Greenhouse Gas Study • Noise Study • Traffic Study 	45 Calendar Days
Task 4. Public Review Version of the Initial Study Checklist/Negative Declaration/ or Mitigated Negative Declaration.	5 Working Days
Task 5. Process Public Review of CEQA Document	1 Working Day Note: The public review period is anticipated to be 20 Calendar Days [add day(s) if 20 th day falls on weekend or holiday]
Task 6. Response to Comments	2 Working Days
Task 7. Mitigation Monitoring and Reporting Program (If Applicable)	1 Working Day
Task 8. Public Hearings	Dates determined by City
NOTE: Schedule assumes the following City review time: <ul style="list-style-type: none"> • 2 weeks for Tasks 3 • 1 week for Task 4 	

6. Project Costs (NOT-TO-EXCEED)

Note: The RFP shall be incorporated in its entirety as part of the Consultant's quote.

Tasks	Hours	Cost
1. Project Management (On-going)	45	\$4,275.00
2. Project Initiation	6	\$750.00
3. Screencheck Initial Study	30	\$3,750.00
4. Public Review Version of the Initial Study/Negative Declaration/ or Mitigated Negative Declaration	10	\$1,250.00
• Air Quality/GHG Study (RPG)	Flat Rate (Air/GHG)	\$1,400.00
• Noise Study (Landrum & Brown)	Flat Rate (Noise)	\$3,412.00
• Traffic Study (Willdan)	Flat Rate (Traffic)	\$11,540.00
• Additional day of counts (Optional Task #1)	Flat Rate (Traffic)	\$930.00
5. Processing Public Review of CEQA Document	4	\$500.00
SUBTOTAL		<u>\$26,877</u> \$27,807 (w/optional task)
6. Response to Comments (if necessary)	4	\$500.00
7. Mitigation Monitoring and Reporting Program (MMRP) (if necessary)	4	\$500.00
8. Public Hearings (included in overall budget)	---	---
TOTAL		<u>\$27,877</u> \$28,807 (if Response to Comments and MMRP required)



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: June 9, 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 between the City and Romo Planning Group for contract planning services, preparation of an environmental analysis, and associated technical studies, for the construction of a 15,880 square foot medical office building on a vacant property located at 25915 Barton Road.

Approved/Continued/Denied
By City Council
Date _____

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 Environmental Analysis, including associated technical studies for the 15,880 square foot medical office building; and,
2. Approve the use of funds to be deposited in the amount of \$27,725 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 April 21, 2015, planning staff sent out a Request for Proposal to provide contract planning services and to prepare to process the Precise Plan of Design application, environmental, and associated technical studies for the proposed 15,880 square foot medical office building. Staff received proposals from four consultants and rated each one on their scope of work, time of completion, and cost estimates, and based on these factors, Romo Planning Group, Inc. was selected.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Romo Planning Group to process the Precise Plan of Design, environmental analysis, and associated technical studies for the 15,880 square foot medical office building 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

5. Scope of Services/Project Schedule

TASKS

The task-by-task descriptions that follow present RPG's work program to meet the City of Loma Linda's requirements pursuant to the Request for Proposal dated April 21, 2015.

TASK 1 –OVERALL PROJECT MANAGEMENT

Provide planning project management for the project. The Project Manager will be the primary contact for the City serving as an extension of City staff and will report to the Assistant City Manager or designee. This task involves the processing and report preparation of the application and includes such items as conditions of approval, findings, resolutions etc. as required by the City.

TASK 2 - PROJECT INITIATION

2.1: Review Scope of Work: RPG will meet with City staff to ensure that the Scope of Services meets the City's requirements.

2.2: Gather Background Information: RPG will meet with City staff to obtain any pertinent information about the project.

2.3 Kick-off Meeting: RPG will meet with City staff to fulfill Tasks 2.1 and 2.3 above.

Work Products:

- One (1) Kick-off meeting.

TASK 3 - SCREENCHECK INITIAL STUDY CHECKLIST

Task 3.1: Screencheck Initial Study Checklist: RPG will prepare a Screencheck Initial Study Checklist consistent with Appendix G of the CEQA Guidelines. The entries on the checklist will be explained to indicate that there is evidence to support the entries. The document shall maintain screencheck status until the City staff determines they are ready for public review.

The Initial Study Checklist will be supported by the following technical studies prepared by RPG or its sub-consultants:

Task 3.2: Air Quality/Greenhouse Gas Study:

Air Quality

RPG will prepare an Air Quality Analysis to evaluate the potential impacts to air quality associated with construction and operation of the proposed Project, and recommend measures to mitigate impacts, if necessary, to reduce impacts to less than significant levels consistent with the South Coast Air Quality Management District and CEQA requirements.

The study will rely upon the criteria used to determine the significance of potential project-related air quality impacts which are taken from the *Initial Study Checklist in Appendix G of the State CEQA*

Guidelines (14 California Code of Regulations §§15000, et seq.). Based on these thresholds, a project would result in a significant impact related to air quality if it would:

- (1) Conflict with or obstruct implementation of the applicable air quality plan.**
- (2) Violate any air quality standard or contribute to an existing or projected air quality violation.**
- (3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors).**
- (4) Expose sensitive receptors to substantial pollutant concentrations.**
- (5) Create objectionable odors affecting a substantial number of people.**
- (6) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.**
- (7) Be in conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.**

Both construction and operational emissions for the Project will be estimated by using the *California Emissions Estimator Model* which is a statewide land use emissions computer model designed to provide a uniform platform for government agencies to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. The model can be used for a variety of situations where an air quality analysis is necessary or desirable such as California Environmental Quality Act (CEQA) documents and is authorized for use by the South Coast Air Quality Management District.

The South Coast Air Quality Management District has also established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the national and/or state ambient air quality standards. The South Coast Air Quality Management District has established Localized Significance Thresholds which were developed in response to environmental justice and health concerns raised by the public regarding exposure of individuals to criteria pollutants in local communities. The Air Quality Analysis will make use of methodology included in the SCAQMD *Final Localized Significance Threshold Methodology (Methodology)* (SCAQMD, June 2003/Revised July 2008). LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the nearest residence or sensitive receptor.

Greenhouse Gas Emissions

RPG will prepare a CEQA compliant analysis of greenhouse gas emissions which includes the following components:

- ***Identify Greenhouse Gas Emissions:*** Lead Agencies should make a good-faith effort, based on available information, to calculate, model, or estimate the amount of greenhouse gas emissions from a project.

- **Determine Significance:** As with any environmental impact, Lead Agencies must determine what constitutes a significant impact. In the absence of significance thresholds for greenhouse gas emissions, the Lead Agency must rely on other scientific data to clearly define what constitutes a "significant impact" for greenhouse gas emissions. Individual lead agencies may undertake a project by- project analysis, consistent with available guidance and current CEQA practice.
- **Mitigate Impacts if Necessary:** If a project is determined to have significant impacts, mitigation measures will be required. Mitigation measures will vary with the type of project being contemplated, but may include alternative project designs or locations that conserve energy and water, measures that reduce vehicle miles traveled by fossil-fueled vehicles, measures that contribute to established regional or programmatic mitigation strategies, and measures that sequester carbon to offset the emissions from the project.

Task 3.3: Noise Study

The noise impact analysis will evaluate the proposed land use for its potential noise impacts. The technical noise impact analysis will be prepared consistent with applicable procedures and requirements. This analysis answers the following questions: Will the project result in:

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?
- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?
- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?
- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Local Noise Standards. Review applicable exterior noise criteria from the City for the proposed project site and its vicinity. Noise standards identified in the Noise Element of the General Plan and the Municipal Code noise control ordinance of the City will be discussed for land uses on and adjacent to the project site.

Construction Impacts. Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}), hourly equivalent continuous noise levels (L_{eq}), and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be provided based on the sensitivity of the area directly adjacent to the project site and the City's noise control ordinance specifications.

Mobile Source Noise Impacts. Noise impacts from vehicular traffic will be conducted using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Model input data needed include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Level (CNEL) along area roadways that would be potentially affected will be tabulated. Project-related noise impacts on off-site sensitive land uses in the project vicinity will be analyzed. Traffic noise impacts on the proposed on-site uses will also be provided. The City's noise criteria for outdoor living areas will be assessed.

Stationary Source Noise Impacts. Potential noise impacts from off-site noise-generating sources, such as loading/unloading activities south of the project site, on sensitive uses proposed on the project site will be provided based on the project's layout and potential off-site noise generating source areas. Similarly, noise-generating activity on the project site will be evaluated for its noise impacts on residences to the east and south. Equipment noise levels obtained from the ambient noise survey or those contained in the FHWA Highway Construction Noise Handbook (FHWA, August 2006) will be used as reference noise levels for noise impact analysis purposes.

Mitigation Measures. Noise mitigation measures designed to reduce short-term construction noise impacts and long-term stationary and mobile source noise impacts to acceptable noise levels will be determined.

Report Preparation. Summarize the above findings in a technical noise impact analysis report that will also include the settings and regulatory requirements, ready for submittal to the City for review and approval.

Task 3.4: Traffic Study

The traffic and circulation analysis for the proposed project will be prepared to meet the requirements of the City of Loma Linda. The traffic analysis will also comply with the City's Measure V program, which provides certain guidelines for project within the City. The traffic analysis will address existing traffic conditions, future traffic forecasts, project-related impacts and mitigations, and will be prepared for submittal to the City. The analysis will be prepared consistent with the *County of San Bernardino Traffic Impact Study (TIS) Guidelines* and based on discussion with City staff. Typically, a TIS is required if a project generates 100 or more trips during any peak hour. The trip generation of this project will be approximately 57 trips in the p.m. peak hour. Thus, it is anticipated that a focused traffic analysis will be sufficient for the proposed project.

Scoping Agreement. Prior to preparation of the traffic analysis, a scoping agreement will be prepared for submittal to the City. This will enable the scope of work to be finalized at the outset of the project. For purposes of the trip generation, weekday a.m. and p.m. peak hour trip generation for the proposed project will be developed using rates from the Institute of Transportation Engineers (ITE) *Trip Generation* (9th Edition) for Land Use 720 "Medical-Dental Office Building" or other source approved by the City. Upon completion of the scoping agreement, RPG will submit the analysis to the City and subsequently meet with City staff to determine the scope of work for the traffic study.

Coordination City Staff. Prior to preparation of the focused study, RPG and its sub-consultant will consult with staff of the City to achieve the following:

- Determine the appropriate study area;
- Verify study area boundaries and analysis intersections;

- Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hour, project trip generation, and trip distribution patterns; and
- Identify any other traffic issues that will need to be addressed in the study.

For the purposes of this scope, RPG and its sub-consultant anticipates that the traffic analysis will examine three intersections adjacent to the project including the two project driveways. If the City staff requires additional intersections, projects, or operational issues that are not covered in this scope to be addressed in the traffic study, it may be necessary to adjust the scope of work and budget.

Data Collection and Site Visit. The following data will be required to prepare the traffic analysis for the proposed project:

- *Site Visit.* RPG and its sub-consultant will visit the project site and gather information about lane geometrics, roadway widths, rights-of-way etc.
- *Existing Intersection Counts.* RPG will contract with a qualified data collection company to obtain existing peak hour intersection turn volumes for study intersections.
- *Improvement Plans for Area Roadways.* Available plans for the improvement of study area roadways will be obtained from the City's Engineering Division (if applicable).

Existing Traffic Conditions. Existing daily a.m. and p.m. peak hour traffic conditions and levels of service will be assessed for the intersections identified for examination. Based on prior experience in the City and County, intersection levels of service will be calculated using the *Highway Capacity Manual 2010* (HCM 2010) analysis methodologies using appropriate software.

Project Opening Year with Ambient Traffic Conditions. Traffic volumes for Project Opening Year with Ambient Traffic conditions will be developed by applying a growth rate to existing traffic volumes. The growth rate will be determined based on consultation with City staff. The resulting intersection level of service will be calculated using the previously discussed methodologies.

Project Opening Year with Cumulative Projects Traffic Conditions. Traffic volumes for Project Opening Year with Cumulative Project conditions will be developed by adding traffic volumes from approved and pending projects to Project Opening Year with Ambient Traffic conditions. Information for approved and pending projects in the vicinity of the project will be obtained from the City and other adjacent jurisdictions if required. For the purposes of this scope, up to four approved and pending projects will be used in the analysis. The resulting intersection levels of service will be calculated using the previously discussed methodologies.

With Project Traffic Conditions. Effects of the project on traffic will be evaluated by adding the project trip assignment to the corresponding without project conditions. The resulting intersection levels of service will be calculated using the previously discussed methodologies.

Project Impact Assessment and Mitigation Measures. Intersection levels of service without the project will be compared to the intersection levels of service with the project to determine potential project impacts. Determination of the significance of project impacts will be made based on the City's levels of service and threshold of significance criteria. Mitigation measures will be identified to offset significant project impacts. Mitigation measures may include intersection turn lanes, signalization, and segment lane additions. The levels of service with mitigation will be calculated

and summarized, along with a comparison of the levels of service without mitigation. Due to Measure V requirements, the project's fair share for the proposed mitigation measures, if any, will be calculated.

Site Access Analysis. The traffic study guidelines require a detailed site access analysis. For purposes of this project, intersection sight distance, adequacy of driveway lengths, corner clearance issues, and necessity of dedicated right-turn lanes at driveways will be evaluated.

Report Preparation. Summarize the above findings in a technical noise impact analysis report that will also include the settings and regulatory requirements, ready for submittal to the City for review and approval.

Work Products:

- Two (2) copies of the Screencheck Initial Study Checklist.
- One (1) CD of the Screencheck Initial Study Checklist in MS Word.
- One (1) CD containing the Air Quality /Greenhouse Gas Study; Noise Study; and Traffic Study in PDF format.

TASK 4 - PUBLIC REVIEW VERSION OF THE INITIAL STUDY CHECKLIST/NEGATIVE DECLARATION/OR MITIGATED NEGATIVE DECLARATION

If after completion of the Initial Study Checklist, the City determines that there is *no* substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, then a Negative Declaration or a Mitigated Negative Declaration will be prepared.

It is important to note that RPG makes no presumptions regarding the appropriate CEQA document for the proposed project since such a determination/recommendation cannot be appropriately made until the Initial Study Checklist is completed. However, given the location and characteristics of the project, a Negative Declaration or a Mitigated Negative Declaration will likely be the most appropriate CEQA document.

Task 4.1: Notice of Intent. RPG shall prepare a Notice of Intent to the public, responsible agencies, trustee agencies, and the county clerk pursuant to CEQA Guidelines Section 15072.

Work Products:

- One (1) copy of the Notice of Intent in electronic format.

TASK 5 - PROCESS PUBLIC REVIEW OF CEQA DOCUMENT

RPG shall file the Notice of Intent according to CEQA and the City's specifications and distribute the CEQA document to governmental agencies and local jurisdictions, and other interested parties. Proof of filing and distribution shall be submitted to the City for the environmental and project record.

Work Products:

- A master CD containing the Initial Study Checklist, Notice of Intent and Technical Appendices in MS Word.

TASK 6 - RESPONSE TO COMMENTS

RPG will review all written comments submitted by agencies or the public during the public review period and prepare written Response to Comments. The document will maintain a screen check status until City staff determines it is ready for public review.

Work Products:

- One (1) copy of the screencheck draft Response to Comments.
- A CD of the document in MS Word.

TASK 7- MITIGATION MONITORING AND REPORTING PROGRAM (If Applicable)

RPG will prepare a Mitigation Monitoring and Reporting Program consistent with the City of Loma Linda's procedures and standards (if applicable). For each measure, the responsible party, implementation actions, and confirmation of action will be indicated. The Mitigation Monitoring and Reporting Program will be designed to ensure compliance with adopted mitigation requirements during project implementation. The document will maintain its screencheck status until City staff accepts it as a public document.

Work Products:

- One (1) copy of the Screencheck Mitigation Monitoring and Reporting Program (if applicable).

TASK 8 - PUBLIC HEARINGS

RPG will attend up to two (2) Planning Commission hearings.

Work Products:

- Up to two (2) Planning Commission hearings.

Project Schedule

Task	Estimated Timeframe (Days)
Task 1. Overall Project Management	On-going
Task 2. Project Initiation	1 Working Day
Task 3. Screencheck Initial Study Checklist which includes preparation of the following Technical Studies: <ul style="list-style-type: none"> • Air Quality/Greenhouse Gas Study • Noise Study • Traffic Study 	65 Calendar Days
Task 4. Public Review Version of the Initial Study Checklist/Negative Declaration/ or Mitigated Negative Declaration.	5 Working Days
Task 5. Process Public Review of CEQA Document	1 Working Day Note: The public review period is anticipated to be 20 Calendar Days [add day(s) if 20 th day falls on weekend or holiday]
Task 6. Response to Comments	2 Working Days
Task 7. Mitigation Monitoring and Reporting Program (If Applicable)	1 Working Day
Task 8. Public Hearings	Dates determined by City
NOTE: Schedule assumes the following City review time: <ul style="list-style-type: none"> • 2 weeks for Tasks 3 • 1 week for Task 4 	

6. Project Costs (NOT-TO-EXCEED)

Note: The RFP shall be incorporated in its entirety as part of the Consultant's quote.

Tasks	Hours	Cost
1. Project Management (On-going)	45	\$4,275.00
2. Project Initiation	6	\$750.00
3. Screencheck Initial Study	30	\$3,750.00
4. Public Review Version of the Initial Study/Negative Declaration/ or Mitigated Negative Declaration	10	\$1,250.00
• Air Quality/GHG Study (RPG)	Flat Rate (Air/GHG)	\$1,400.00
• Noise Study (LSA Associates)	Flat Rate (Noise)	\$5,800.00
• Traffic Study (LSA Associates)	Flat Rate (Traffic)	\$9,000.00
5. Processing Public Review of CEQA Document	4	\$500.00
SUBTOTAL		\$26,725.00
6. Response to Comments (if necessary)	4	\$500.00
7. Mitigation Monitoring and Reporting Program (MMRP) (if necessary)	4	\$500.00
8. Public Hearings (included in overall budget)	---	---
TOTAL		\$26,725.00 <i>\$27,725 (if Response to Comments and MMRP required)</i>



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: June 9, 2015

TO: City Council

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

SUBJECT: Approve an Appropriation of \$33,800 from Water Enterprise Fund Balance for the Water Department Dump Truck

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

It is recommended that the City Council approve an appropriation of \$33,800 from Water Enterprise fund balance into Account No. 65-7010-8210 for a portion of the cost of a Dump Truck for the Water Department.

BACKGROUND:

This purchase of the dump truck was part of the 2014-15 budget approval. However, during mid-year budget review by the department, the encumbrance for this item was overlooked. A portion of the earmarked funds were designated as surplus and recommended to be reallocated into the Water Enterprise fund balance.

ANALYSIS:

This new dump truck for the Water Department will replace a 1994 dump truck. This appropriation would fulfill the cost of the vehicle.

FINANCIAL IMPACT:

Appropriate \$33,800 from Water Enterprise Fund into Account No. 65-7010-8210.

I:\Public Works Admin\Staff Reports\Approp Water Dump Truck.06-09-15.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: June 9, 2015

TO: City Council

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

SUBJECT: Council Bill #R-2015-28 – Establishing maximum refuse collection and disposal rates effective July 1, 2015

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve Council Bill No. R-2015-28 - establishing the maximum refuse collection and disposal rates effective July 1, 2015.

BACKGROUND

The City's franchise agreement with Republic Services of Southern California, LLC, City's contracted residential and commercial hauler, allows for an annual rate adjustments based on the Consumer Price Index (CPI) and to be effective each July. The Cost of Living Adjustment calculation from the U.S. Department of Labor, Bureau of Labor Statistic, shows an annual increase of 1.35% from 2014 to 2015. The landfill disposal rate for solid waste per the Waste Delivery Agreement (WDA), commonly known as the tipping fee, will increase from \$39.06 to \$39.38 on July 1, 2015. A Notice of Public Hearing covering a five (5) year span, through 2018, was sent to the record property owners and residents on June 5, 2014. The notice was sent at least 45 days prior to the public hearing and included instructions on how to protest the proposed increase.

ANALYSIS:

5100 Public Hearing notices were sent to residents and owners. We have received written protests representing seven (7) properties. Staff reviewed the rates submitted by Republic Services and prepared Exhibits A, B, and C (attached). The overall adjustments result in an average 1.35% increase to the rates of most customers. This agrees with the Cost of Living Adjustment calculation from the U.S. Department of Labor, Bureau of Labor Statistics. The proposed maximum rates include all applicable collection and disposal fees. The proposed rates will be effective July 1, 2015 with annual maximum increases effective on July 1 through 2018.

FISCAL IMPACT

City's pass-through payment for refuse services is funded in 01-3600-1830.

Attachments

CC AGENDA ITEM 14

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ESTABLISHING MAXIMUM REFUSE COLLECTION AND DISPOSAL RATES EFFECTIVE JULY 22, 2014 AND REPEALING RESOLUTION NO. 2822

WHEREAS, the City Council of the City of Loma Linda recognizes that the County of San Bernardino periodically revises the Tipping Fee for refuse deposited at the County landfill; and,

WHEREAS, the City Council on October 14, 2008 approved the award of a franchise agreement to Republic Services of Southern California for the provision of solid waste and recyclables collection services to residential, commercial and industrial accounts throughout the City. Pursuant to said agreement the franchisee has the authority to establish rates for the collection of refuse, subject to the maximum ceilings as established by resolution of the City Council pursuant to Loma Linda Municipal Code Sec. 8.12.040; and,

WHEREAS, Republic Services of Southern California has proposed maximum rates for the various services to be offered to the residents and businesses within the City; and,

WHEREAS, the franchise agreement allows for an annual cost of living adjustment each July; and,

WHEREAS, Republic Services of Southern California, as part of their franchise agreement with the City of Loma Linda, will implement various recycling programs which will result in the diversion of sixty-percent (60%) of the materials that are collected by Republic Services of Southern California; and,

WHEREAS, the services to be rendered by Republic Services of Southern California are consistent with the environmental quality policies, goals and objectives set forth by the City Council and will further assist the City in achieving the waste diversion goals established by the State of California;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda that the maximum rates listed in Exhibit "A" (BI-MONTHLY RESIDENTIAL REFUSE RATES); Exhibit "B" (MONTHLY COMMERCIAL REFUSE RATES); Exhibit "C" (BI-MONTHLY ROLL-OFF AND COMPACTOR REFUSE RATES) attached hereto shall become effective JULY 1, 2015.

BE IT FURTHER RESOLVED that the City Manager shall have the power to authorize the temporary establishment of the maximum rates of any additional services as may periodically be necessary in order to implement additional future services not presently included in the rates set forth herein, subject to ratification by the City Council.

BE IT FURTHER RESOLVED, that Resolution 2822 is hereby repealed.

PASSED, APPROVED AND ADOPTED this 9th day of June 2015, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Phillip Dupper, Mayor pro tempore

Pamela Byrnes-O'Camb, City Clerk

EXHIBIT "A"

**CITY OF LOMA LINDA BI-MONTHLY RESIDENTIAL REFUSE RATES
EFFECTIVE JULY 1, 2015**

The following bi-monthly rates shall be applicable to single family residential units and multi-family units where cart service can be provided at curbside.

SERVICE LEVEL	BI-MONTHLY RATE
Service Level 1 - 96-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	\$ 36.08
Service Level 2 - 64-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	\$ 34.18
Additional 96-gallon refuse cart.	\$ 15.86
Additional 64-gallon refuse cart.	\$ 14.08
Additional 96 or 64-gallon recycling cart.	-0-
Additional 96 or 64-gallon green waste cart.	\$ 11.10

ADDITIONAL SERVICE	MONTHLY RATE
Container exchange fee 30 days subsequent to new sign-up.	\$ 16.73
Extra pickup on residential carts.	\$ 24.52
Bulky item pickup, 2 free unlimited pickups per calendar year, additional pickup per item.	\$ 6.69
Water heater over 75-gallon.	\$ 63.54
Refrigerator, freezer, AC or other CFC containing item.	\$ 27.87
Residential roll-out service.	\$ 10.87

EXHIBIT "B"

**CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES
EFFECTIVE JULY 1, 2015**

PICKUP PER WEEK, REFUSE	1X	TEMP 1X	2X	3X	4X	5X	6X
BIN SIZE							
1 ½ Yard	\$91.60	N/A	\$153.77	\$215.93	\$278.11	\$340.26	\$ 402.42
3 Yard	\$104.28	\$140.30	\$192.47	\$280.68	\$368.90	\$457.11	\$ 569.39
3 Yd Mini Packer	\$247.32	N/A	\$418.72	\$590.14	\$761.64	\$932.98	\$1,104.35
6 Yard	\$152.35	N/A	\$285.95	\$419.55	\$553.17	\$686.80	\$ 820.41
Bin locks, bi-monthly, per lift, per week.	\$ 4.46	N/A	\$ 8.92	\$ 13.37	\$ 17.84	\$ 22.30	\$ 26.76
Scout service, bi-monthly, per lift, per week.	\$ 62.87	N/A	\$125.76	\$188.64	\$251.51	\$314.38	\$ 377.27

PICKUP PER WEEK, RECYCLING	1X	2X	3X	4X	5X	6X
BIN SIZE						
1 ½ Yard	\$ 82.37	\$135.31	\$188.24	\$241.19	\$294.10	\$ 347.03
3 Yard	\$ 85.82	\$155.56	\$225.29	\$295.05	\$364.81	\$ 458.65
6 Yard	\$115.43	\$212.11	\$308.81	\$405.50	\$502.21	\$ 598.88
Bin locks, bi-monthly, per lift, per week.	\$ 4.46	\$ 8.92	\$ 13.37	\$ 17.84	\$ 22.30	\$ 26.76
Scout service, bi-monthly, per lift, per week.	\$ 62.87	\$125.76	\$188.64	\$251.51	\$314.38	\$ 377.27

ADDITIONAL SERVICE	MONTHLY RATE
Temporary 3 yard bin, 7 day rental	\$ 74.53
Temporary 3 yard bin, each additional day rental	\$ 1.11
Extra pickup per commercial service.	\$ 37.46
Additional Yardage Commercial Pickup, per yard service	\$ 19.37
Bulky item pickup, Commercial service, first 2 items.	\$ 22.30
Bulky item pickup, Commercial service, additional item.	\$ 22.30
Water heater over 75-gallon.	\$ 63.54
Refrigerator, freezer, AC or other CFC containing item.	\$ 46.81

COMMERCIAL CART SERVICE	MONTHLY RATE
96-gallon refuse cart.	\$ 23.00
96-gallon recycling cart.	\$ 14.21
96-gallon organic/green waste cart.	\$ 20.17
Additional pickup, per cart	\$ 12.26

EXHIBIT "C"

**CITY OF LOMA LINDA BI-MONTHLY ROLL-OFF AND COMPACTOR REFUSE RATES
EFFECTIVE JULY 1, 2015**

ROLL OFF AND COMPACTOR SERVICE RATE FOR REFUSE AND RECYCLING	MONTHLY RATE
Low boy roll off box, 10-19 yard	\$187.30
Open top roll off box, 20-29 yard	\$187.30
Open top roll off box, 30-39 yard	\$187.30
Open top roll off box, 40-49 yard	\$187.30
Open top roll off box, 50 and over yard	\$187.30
Compactor, 20-29 yard	\$200.67
Compactor, 30-39 yard	\$200.67
Compactor, 40-49 yard	\$200.67
Refuse, per ton rate for roll off and compactor service	\$ 52.45
C&D Haul Rate	\$187.30
C&D Clean Wood/Ton	\$ 41.17
C&D Clean Concrete/Asphalt/Ton	\$27.67
C&D Mixed/Ton	\$52.45

ADDITIONAL SERVICE	RATE
Temporary 40-yard bin, 7 day rental, 5-ton minimum	\$449.54
Temporary C&D Wood 40-yard bin, 7-day rental, 5-ton maximum	\$393.14
Temporary C&D Concrete/Asphalt, 40-yard bin, 7-day rental, 5-ton maximum	\$325.64
Temporary C&D Mixed 40-yard bin, 7-day rental, 5-ton maximum	\$449.54
Temporary 40-yard bin, additional day rental	\$ 3.36
Temporary 40-yard bin, additional tonnage over 5-ton minimum, per ton	\$ 52.45
Temporary 40-yard bin, clean wood, additional overweight tonnage over 5-tons	\$ 41.17

Temporary 40-yard bin, Clean concrete/asphalt, additional overweight tonnage over 5-tons	\$ 27.67
Temporary 40-yard bin, Mixed C&D, additional overweight tonnage over 5-tons	\$ 52.45
Additional charge for Saturday pickup	\$ 35.27
Relocation of roll off, per event	\$ 56.41
Unable to service roll off or compactor, per event	\$ 56.41
Stand-by rate, per hour, 2 hour minimum	\$ 83.61
Tilt hopper, monthly rental	\$ 43.49
Steam cleaning, each	\$ 141.79
Roll off storage bin, monthly rental	\$ 78.04
Compactor cleaning, each	\$ 141.79

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA ADOPTING AN AMENDED CITY APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016 IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Article XIII B of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held on November 6, 1979 and amended in June 1990 by the people of the State of California (Proposition 111), provides that the total annual appropriations subject to limitations of each local government shall not exceed the appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in said Article; and

WHEREAS, the State Legislature added Division 9 (commencing with Section 7900) to Title 1 of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

WHEREAS, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

WHEREAS, Proposition 111 as approved by the voters of the State of California, requires a recorded vote of the City Council regarding which of the annual adjustment factors have been selected each year; and

WHEREAS, Section 7902(a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction for the 2015-2016 Fiscal Year; and

WHEREAS, the City Council of the City of Loma Linda wishes to revise the appropriations limit for fiscal year 2015-2016 for the City of Loma Linda, California;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda, California, as follows:

SECTION 1. That it is hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Loma Linda for Fiscal Year 2015-2016 was available to the public in the Finance Department of said City at least fifteen days prior to this date.

SECTION 2. That the growth in California Per capita income and the County of San Bernardino's population change have been selected for Fiscal Year 2015-2016.

SECTION 3. That the City of Loma Linda reserves the right to change or revise any growth factors associated with the calculation of the Proposition 111 limit if such changes or revisions would result in a more advantageous appropriations limit including non-residential assessed valuation data not currently available.

SECTION 4. That the appropriations limit for the City of Loma Linda as amended in accordance with Section 7902(a) of the California Government Code is \$40,673,037, as set forth in "Exhibit A" included herewith.

PASSED, APPROVED AND ADOPTED this 9th day of June 2015 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

Rhodes Rigsby, Mayor

Pamela Byrnes-O'Camb, City Clerk

EXHIBIT "A"
GANN APPROPRIATIONS LIMIT - FISCAL YEAR 2015-2016

Article XIII B of the California State Constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1979 and placed limits on the amount of proceeds of taxes that state and local governmental agencies can appropriate and spend each year.

The limit is different for each agency and changes each year. Each year's limit is based on the amount of tax proceeds that were authorized to be spent in the base Fiscal Year 1978-79 in each agency, modified for changes in inflation and population in each subsequent year. Inflationary adjustments are, by law, based on increases in the California per capita income or the increase in non-residential assessed valuation due to new construction. Population adjustments are based on city population growth or county population growth. The annual adjustment factors used in making this calculation are the cost of living adjustment - CPI based on the percentage change in California per capita income and the population adjustment based on the annual population change for the County of San Bernardino.

For Fiscal Year 2015-2016, the City of Loma Linda's estimated tax proceeds to be received as well as tax proceeds appropriated as set forth in the 2015-2016 budget will, as in prior years, continue to be substantially under the legal limit. As established by the following calculations, the City of Loma Linda's appropriations limit for Fiscal Year 2015-2016 is \$40,673,037.

Fiscal Year 2014-2015 Appropriation Limit		\$38,754,075
A. Cost of living adjustment (based on change in CA per capita income)	1.0382	
B. Population adjustment (based on the County's population change)	1.0109	
Aggregate Change Factor (A x B)	<u>1.04951638</u>	
Increase in appropriation limit		<u>1,918,962</u>
Fiscal Year 2015-2016 Appropriation Limit		<u>\$40,673,037</u>

Section 1434

INVESTMENT POLICY

PURPOSE

This statement is intended to provide guidelines for the prudent investment of the City's temporary idle cash, and outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash.

OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, to achieve a reasonable rate of return on public funds investments, while minimizing the potential for capital losses due to market changes or issuer defaults

The three main objectives used to determine placement of investments are safety, liquidity and yield, in accordance with Section 53600.5 of the California Government Code.

- **Safety** is the primary objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio by limiting investment to the safest types of securities, and take steps to reduce market value interest rate risks.
- **Liquidity** in the investment portfolio shall be maintained to meet all operating requirements that may be reasonably anticipated. Portfolios will be structured so that securities mature concurrent with cash needs to meet anticipated demands.
- **Yield** (the average annual return on an investment based on the interest rate, price, and length of time to maturity) is the City's third objective. The portfolio shall be designed with the objective of attaining a market rate of return by taking into account the investment risk constraints and liquidity needs of the City. Core investments will be limited to relatively low risk securities in anticipation of earning a reasonable return relative to the risk being assumed.

DELEGATION OF AUTHORITY

Authority to manage the investment portfolio is granted to the City Treasurer for a one-year period, subject to review. Delegation by the City Council may be renewed pursuant to this section each year. Responsibilities under this authority shall be carried out according to procedures and internal controls consistent with this plan.

PRUDENCE

The standard to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio with judgment and care, under circumstances then prevailing. The investment officer acting in accordance with written procedures and this investment policy and exercising due diligence in investment management shall be relieved of personal responsibility for an individual security's credit risk or market value changes, provided deviation from expectations are reported in a timely fashion.

Investment officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

INVESTMENT INSTRUMENTS

Individual placement of investments with financial institutions shall be made under the guidelines provided herein and in accordance with Section 53601 et. Seq. of the California Government Code and the

performance of such placements shall be continually monitored to ensure the best interest of the City of Loma Linda.

The City of Loma Linda may make investments in the following instruments:

- **Local Agency Investment Fund (LAIF):** A money market fund that allows local agencies to pool their investment resources. Current policies of LAIF set minimum and maximum amounts of monies that may be invested as well as maximum numbers of transactions that are allowed per month.
- **Certificate of Deposit:** Time Certificates of Deposit will be made only in accounts insured pursuant to Federal laws. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required in accordance with California Government Code Section 53652. Purchase of Time Certificates of Deposit, are restricted to a maximum of (0%-25%) of the City's surplus funds and a maximum maturity of one year.
- **Securities of the U.S. Government or its Agencies:** Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- **Treasury Bills and Notes:** U.S. Treasury Bills, Notes, Bonds or Certificates or Indebtedness, or those for which the full faith and credit of the United States is pledged for the payment of principal and interest.

DIVERSIFICATION AND MATURITY

In order to prevent unreasonable and avoidable risk, the investment portfolio shall be diversified among security types, issuers and maturities. The investment policy further limits the percentage of holdings with any one issuer, except for investment in U.S. Treasury Securities, Federal Agency Securities, and LAIF.

Investment policy maturity limitations are set at (five years) without City Council approval.

REPORTING AND CREDIT RATE CHANGES

A monthly report of investment transactions shall be submitted by the Finance Director on a monthly basis. The report shall include all investments and monies held by the City and/or under the management of any outside party. The report shall also include a list of security transactions, type of investments, issuer, date of maturity, par and dollar amount invested, current market value and current credit rating on all securities.

The Finance Director shall notify the City Manager and City Council in the event a security, subject to a rating change and held by the City, falls below the minimum credit rating specified in this Policy. The course of action followed will be decided on a case-by-case basis, considering such factors as the reason for the rate drop, prognosis for recovery or further rate drops, and the market price of the security.

SAFEKEEPING

All cash and securities in the City of Loma Linda's portfolio, shall be held in safekeeping in the name of the City by a third party bank trust department, acting as agent under the terms of a custody agreement executed by the bank and the City.

All securities will be received and delivered using standard delivery versus payment (DVP) procedures. The City's safekeeping agent will only release payment for a security after the security has been properly delivered.

CITY OF LOMA LINDA

FY 2015-2016 / 2019-2020

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Stewart Street Improvement



CAPITAL IMPROVEMENT PROGRAM



CITY OF LOMA LINDA

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June 9, 2015

Honorable Mayor and City Council,

I am pleased to submit for your consideration a new Capital Improvement Program (CIP) for Fiscal Years 2015/2016 through 2019/2020.

The five-year CIP for 2015/2016 to 2019/2020 is a plan to construct proposed capital improvement projects and the plan provides their estimated costs and sources of funds necessary for providing the quality service and public improvements expected by the residents and businesses of the City of Loma Linda. The program is prepared in fiscal year increments (see Summary of Expenditures section), which is reviewed and updated by the City Council annually to confirm or reorganize projects reflecting current year priorities and capital improvements to be included in the coming year's budget.

Thank you for your consideration of this important document.

T. Jarb Thaipejr, P.E.
City Manager, Public Works Director, City Engineer

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Introduction

Capital improvement programming incorporates planning on a short-range and mid-range basis. It links and coordinates long-range general plans with growth, development and the annual budgetary process. The Capital Improvement Program (CIP) formulates a plan, on a priority basis, to comply with State law within the confines of the financial capabilities of the City. It is necessary to carefully analyze the manner in which funds are programmed for improvements. Fiscal analysis, aimed at maximizing local resources, is a significant element of the program. In this way, the City attempts to achieve the goals and objectives of the citizens through the City Council.

In planning a Capital Improvement Program, it is necessary to analyze the impact of individual projects on the operating budget. All capital projects entail some operation and maintenance costs that will have to be carried as an on-going expense. In this analysis, the continuing operational costs must be considered against the public benefit as well as operational savings resulting from the replacement of substandard or outdated facilities.

The CIP is a planning document and does not appropriate any funds:

The projects approved during the CIP process for the upcoming fiscal year are incorporated into the proposed yearly budget. The City Council approves appropriations for those projects through adoption of the annual budget. The remaining four years reflect staff's recommended priorities and are reviewed and revised annually by the City Council.

CIP Organization:

The CIP is divided into seven major categories as follows:

Fleet:

Fleet projects include the replacement of automotive equipment as well as new vehicles. Funding for these projects come from various City funds.

General Buildings:

General Buildings projects include remodeling and replacing existing facilities and/or constructing new facilities. Funding for projects come from the City General Fund, Federal Funds e.g. Community Development Block Grants (CDBG) and State funds.

Parks and Recreation:

Parks and Recreation projects include maintenance and upgrade of parks, game courts and fields, field lighting, recreation buildings, park restroom buildings and playground equipment. Park Construction Fees, Community Development Block Grant (CDBG) and Park Bond Fund are typical funding sources.

Sewer:

The Sewer Program includes projects to increase system capacity for new users, replace aging or obsolete systems and meet new regulatory requirements. Sewer connection fees and sewer enterprise monies fund projects.

Storm Drains:

The Storm Drain Program includes projects to install new storm drain systems as provided in the City's comprehensive Storm Drain Master Plan or replace aging or obsolete systems. Development fees and Storm Drain capital funds typically fund these projects.

Streets and Street Lights:

The Streets and Street Lights program include projects to extend and widen streets, street resurfacing, construct bridges, curbs, gutters, sidewalks, handicap ramps, bikeways, street lighting systems, traffic signals and acquiring right of way. Funding for projects may come from Federal and State aid, State Gas Tax funds, Half Cent Sales Tax funds (Measure I), CDBG funds, Traffic system fees and the Street Light Assessment District taxes.

Water:

The Water Program includes projects to increase system capacity for new users, replace aging or obsolete systems and satisfy new regulatory requirements. Water Enterprise and Water Capital Acquisition proceeds fund projects.

POTENTIAL SOURCES OF FUNDING

The City's General Fund is limited and cannot be relied upon to finance all Capital Improvement Projects. A number of other sources are utilized to complete the high priority items. These include:

1. Community Development Block Grant Funds (CDBG)
2. County Funds
3. Donations
4. Congestion Management and Air Quality Program (CMAQ)
5. Fire Equipment Capital Fund
6. Fire Facilities Fund
7. Half-Cent Sales Tax - Arterial Funds (Measure I)
8. Half-Cent Sales Tax - Local Funds (Measure I)
9. Hazard Elimination Safety Program (HES)
10. Highway Bridge Rehabilitation & Replacement (HBRR) Funds
11. Joint Powers Authority Bonds
12. Land and Water Conservation Fund
13. Landscape Maintenance District
14. Lease Purchase Financing
15. Park Development Fee Fund
16. Revenue Bonds
17. Safe Route to School Fund (SR2S)
18. Section 130 Federal-Aid Grade Crossing Funds
19. Sewer Capital Fund
20. Sewer Enterprise Construction Fund
21. State Gasoline Tax
22. State Infrastructure Bank Loan
23. Storm Drain Capital Fund
24. Street Light Assessment District
25. The Transportation Equity Act for the 21st Century (TEA21)
26. Traffic Systems Fee Fund
27. Transportation Demand Act Fund (TDA)
28. Underground Utilities -PUC Rule No. 20, 20A, 20B
29. Urban Park and Recreation Recovery Act
30. Water Capital Fund
31. Water Enterprise Fund

The above sources of funding have limitations that must be recognized:

1. **Community Development Block Grant Funds (CDBG)**

The primary objective of this program is to develop viable urban communities, provide affordable housing, a suitable living environment and expand the economic opportunities of low and moderate income persons. This may be achieved through the elimination of slums, blight and detrimental living conditions; conservation and expansion of housing stock; improved public services and land use.

2. **County Funds**

Funds received from the County of San Bernardino, usually earmarked for a specific project. These can also be the County's share of a joint project within the City's sphere of influence

3. **Donations**

Funds derived from individuals or corporations usually in order to get a tax write-off. Normally, these funds are accounted for in a trust fund. These funds are usually restricted to specific projects.

4. **Congestion Management and Air Quality (CMAQ)**

The 1991 Federal Intermodal Surface Transportation Efficiency Act (ISTEA) provides funds for management of traffic congestion and improving air quality through reduced traffic delay.

5. **Fire Equipment Capital Fund**

New developments are required to pay a fee based upon area for the improvement of fire equipment.

6. **Fire Facilities Fund**

New developments are required to pay a fee based upon area for the improvement of fire facilities.

7. **Half-Cent Sales Tax - Arterial Fund (Measure I)**

Measure "I" Arterial Funds have been allocated by SANBAG for freeway projects within the region.

8. **Half-Cent Sales Tax - Local Funds (Measure I)**

Measure "I" Local Funds are distributed to cities on a per capita basis. These funds must be expended on streets and roads pursuant to a Twenty Year Transportation Plan and a Five Year CIP adopted by City resolution.

9. **Hazard Elimination Safety Program (HES)**

Projects within high accident areas are submitted to Caltrans. Those projects with a sufficiently high priority are designated to receive 90% funding of the project with a 10% local match.

10. **Highway Bridge Rehabilitation & Replacement (HBRR) Funds**

Federal Funds are provided under this program to finance 80% of the cost for rehabilitating or replacing bridges that are sufficiently deteriorated. The remaining 20% is funded with local match. Caltrans determines the level of deterioration.

11. **Joint Powers Authority Bonds**

Bonds for certain capital improvements could be obtained through a Joint Powers Agreement with a Public Safety Authority or Loma Linda's Civic Center Authority. Utilization of this medium would commit the City to annual lease payments for the amortization of the Capital Improvements costs involved.

12. **Land and Water Conservation Fund**

The purpose of this State fund is to acquire and/or develop facilities to satisfy basic outdoor park and recreational needs, with an emphasis on region-wide requirements. Projects must appear in the Parks and Recreation Element of the local General Plan and must conform to the State outdoor recreational plan. The basis for funding is a 50-50 match.

13. **Landscape Maintenance District**

Special assessment districts were formed to identify and assess a property's proportionate share of the cost for construction and maintenance of the City's streetscape. In order for a property to be assessed, it must receive an identifiable benefit from installation of the improvements.

14. **Lease Purchase Financing**

This method is sometimes referred to as the "pay-as-you-use" method. It allows for the expenditure to be made up front and then payments (plus interest) made as the capital improvement is used. This financing method can be used for a new telephone or computer system.

15. **Park Development Fund**

This fund was created to assist with the development of the City park system and for the construction and reconstruction of recreational facilities. These funds may be used for the acquisition of land, construction and furnishing of buildings, installation of equipment, etc.

16. **Revenue Bonds**

Bonds whose debt service payments are financed by charges placed exclusively on users. These charges are termed user charges and may include service charges, tolls, special taxes, admission fees, leases and rents. Revenue bonds are similar to bonds issued by private enterprises.

17. **Safe Route to School Fund (SR2S)**

This funding was established as part of AB 1475 in October 1999. The City will compete with other agencies for this funding.

18. **Section 130 of Federal-Aid At-Grade Crossing Funds**

Section 130 of the Federal-Aid Highway Act is used to fund 90% of the cost of adding or upgrading railroad crossing protection devices, a minimum 10% local match is required. The at-grade crossings are selected from a priority list established by the railroad. The funds cannot be used for widening a crossing, those costs have to be borne by the City.

19. **Sewer Capital Fund**

New developments are required to pay a fee based upon area for construction of sewer system.

20. **Sewer Enterprise Construction Fund**

Monies are derived from sewer connection fees. These funds are used to extend the City's sewer system into non-serviced areas and to replace broken or worn out pipelines.

21. **State Gasoline Tax**

The City receives a share of the state taxes on gasoline. Currently, these monies are transferred to General Fund to help fund personnel and equipment costs for maintenance of streets.

22. **State Infrastructure Bank Loan**

The State of California administers a loan program wherein local agencies have access to "below market" loans for the purpose of improving infrastructure.

23. **Storm Drain Capital Fund**

New developments are required to pay a fee based upon area for construction of storm drains.

24. **Street Light Assessment District**

Special assessment districts were formed to identify and assess a property's proportionate share of the cost for construction and maintenance of street lighting in the district.

25. **The Transportation Equity Act for the 21st Century (TEA21)**

Under this program, the City will compete with other agencies for transportation enhancement projects.

26. **Traffic Systems Fee Fund**

Fees collected from trip generating developments to finance traffic related projects or increase system capacity.

27. **Transportation Development Act Fund (TDA)**

The State Transportation Development Act provides that two percents of Local Transportation Funds (LTF) shall be made available to counties and cities for the exclusive use of pedestrians and bicycles. For San Bernardino County this totals over \$700,000 annually

28. **Underground Utility District - PUC Rule No. 20, 20A and 20B**

Rule No. 20 of the Public Utilities Commission requires energy providers to set aside a certain percentage of their revenues to underground facilities as designated by the City. About \$60,000 per year is set aside by Southern California Edison to underground their facilities. Utility companies, such as telephone and cable television, have to finance the cost of placing their facilities underground. Districts are formed by Council action and do carry costs to those within the districts not covered by these funds.

29. **Urban Park and Recreation Recovery Act**

This Act seeks to restore facilities which have fallen into disrepair; to encourage innovation in recreation programming; to stimulate and support local recreation system maintenance and recovery and to improve the management and delivery of recreational services for urban residents. Funding under this Act is 70% Federal with a 30% local match.

30. **Water Capital Fund**

New developments are required to pay a fee based upon area for construction and improvement of water system.

31. **Water Enterprise Fund**

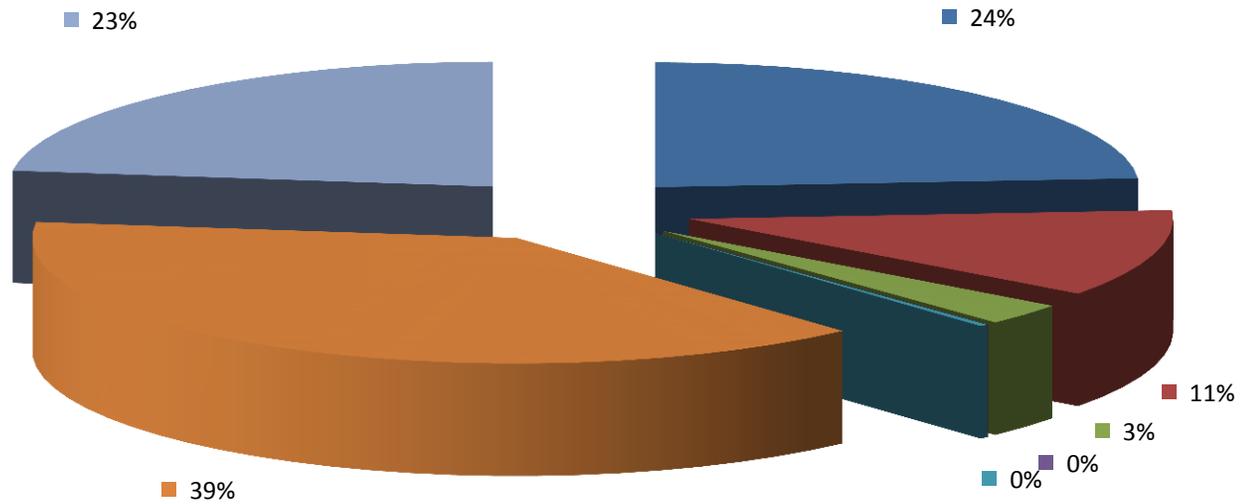
Monies are collected from water usage fees. These funds are used for replacement and maintenance of the City's water system.

**CITY OF LOMA LINDA
PUBLIC WORKS DEPARTMENT**

FIVE-YEARS CAPITAL IMPROVEMENT PROGRAM SUMMARY

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTALS
FLEET	\$ 845,000	\$ 613,000	\$ 75,000	\$ 50,000	\$ 25,000	\$ 1,608,000
GENERAL BUILDINGS	\$ 150,000	\$ 100,000	\$ 335,000	\$ 20,000	\$ -	\$ 605,000
PARKS	\$ 100,000	\$ 90,000	\$ 250,000	\$ 80,000	\$ 45,000	\$ 565,000
SEWER	\$ -	\$ 220,000	\$ 250,000	\$ -	\$ -	\$ 470,000
STORM DRAINS	\$ 10,000	\$ 450,000	\$ 500,000	\$ 600,000	\$ 2,000,000	\$ 3,560,000
STREETS/STREET LIGHTS	\$ 1,372,000	\$ 2,775,000	\$ 4,275,000	\$ 250,000	\$ 4,650,000	\$ 13,322,000
WATER	\$ 813,000	\$ 350,000	\$ 115,000	\$ 250,000	\$ 380,000	\$ 1,908,000
TOTALS	\$ 3,290,000	\$ 4,598,000	\$ 5,800,000	\$ 1,250,000	\$ 7,100,000	\$ 22,038,000

EXPENDITURES BY PERCENTAGE FY 2015-2016

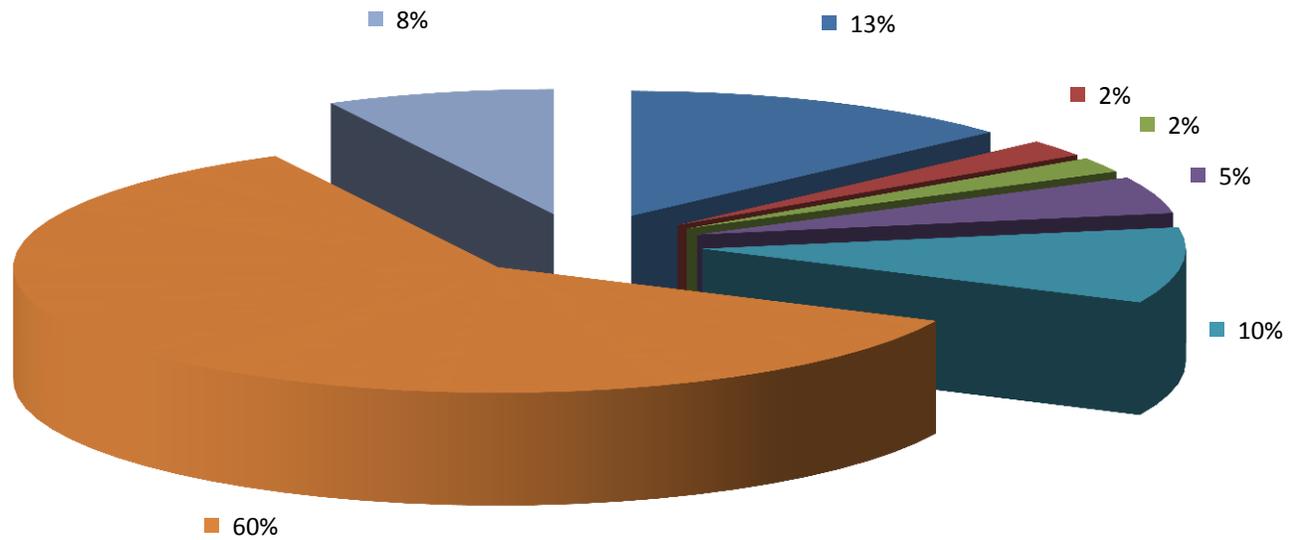


■ Fleet = \$845,000
 ■ Sewer = \$0
 ■ Water = \$813,000

■ General Buildings = \$400,000
 ■ Storm Drains = \$10,000

■ Parks = \$100,000
 ■ Streets / Street Lights = \$1,372,000

EXPENDITURES BY PERCENTAGE FY 2016-2017



■ Fleet = \$613,000

■ General Buildings = \$100,000

■ Parks = \$90,000

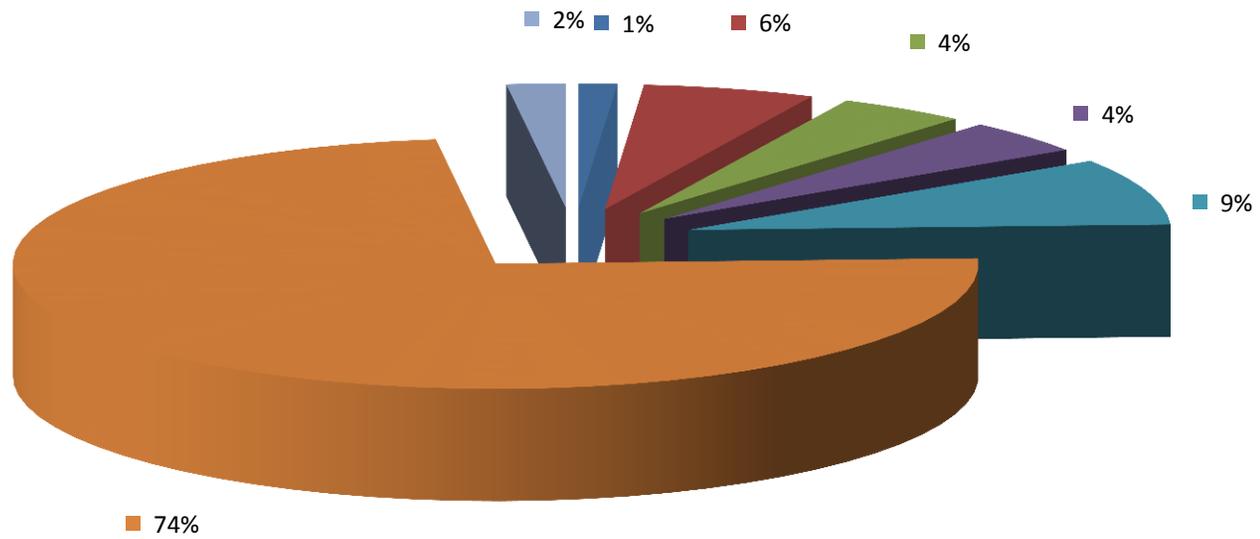
■ Sewer = \$220,000

■ Storm Drains = \$450,000

■ Streets / Street Lights = \$2,775,000

■ Water = \$350,000

EXPENDITURES BY PERCENTAGE FY 2017-2018



■ Fleet = \$75,000

■ General Buildings = \$335,000

■ Parks = \$250,000

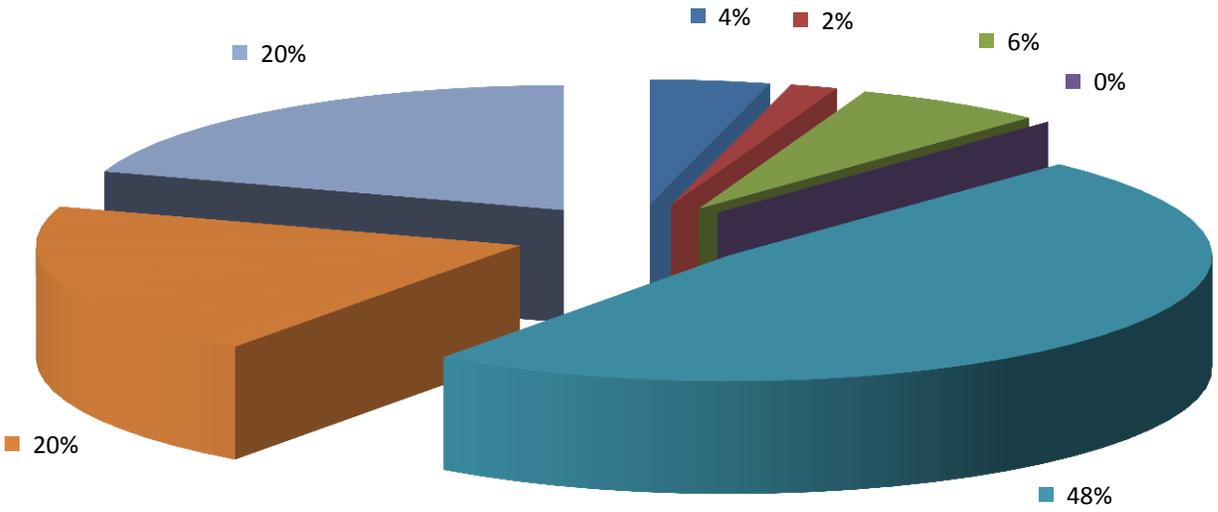
■ Sewer = \$250,000

■ Storm Drains = \$500,000

■ Streets / Street Lights = \$4,275,000

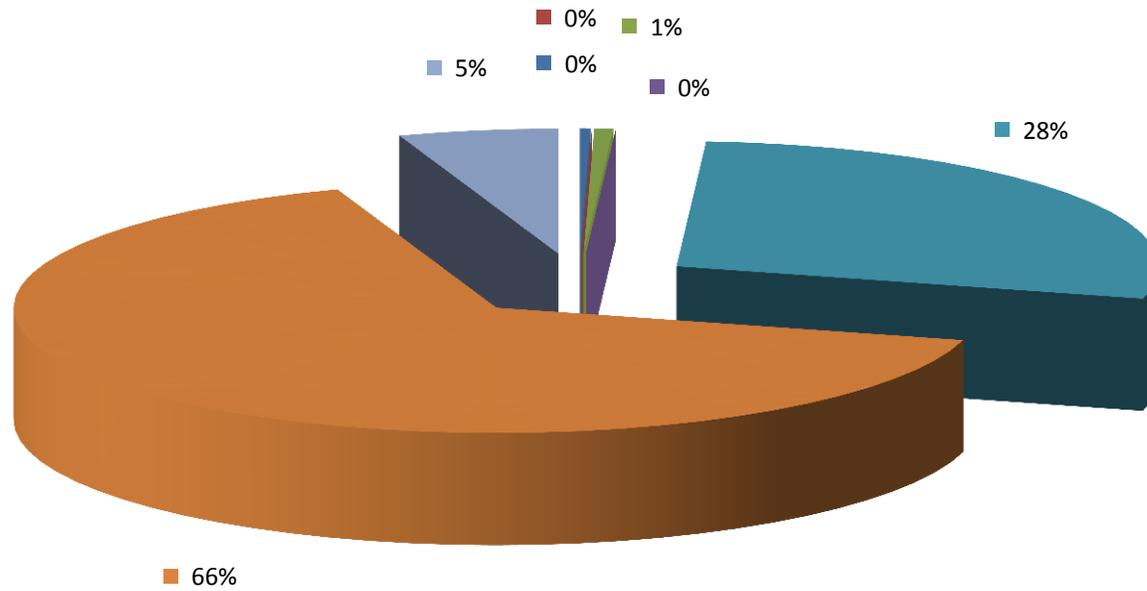
■ Water = \$115,000

EXPENDITURES BY PERCENTAGE FY 2018-2019



■ Fleet = \$50,000
 ■ General Buildings = \$20,000
 ■ Parks = \$80,000
 ■ Sewer = \$0
 ■ Storm Drains = \$600,000
 ■ Streets / Street Lights = \$250,000
 ■ Water = \$250,000

EXPENDITURES BY PERCENTAGE FY 2019-2020



■ Fleet = \$25,000
 ■ General Buildings = \$0
 ■ Parks = \$45,000
 ■ Sewer = \$0
 ■ Storm Drains = \$2,000,000
 ■ Streets / Street Lights = \$4,650,000
 ■ Water = \$380,000

City of Loma Linda
 Capital Improvement Program
FLEET
 Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. Utility Distribution division - Replace 1985 service truck	\$125,000	\$0	\$0	\$0	\$0	\$125,000
2. Utility Production division - Replace 1998 truck	\$30,000	\$0	\$0	\$0	\$0	\$30,000
3. Facility division - Replace 1996 service van	\$30,000	\$0	\$0	\$0	\$0	\$30,000
4. Street division - Purchase skip loader with gannor	\$80,000	\$0	\$0	\$0	\$0	\$80,000
5. Fire Department - Replace 1996 Medic squad (ME 251)	\$580,000	\$0	\$0	\$0	\$0	\$580,000
6. Street park division - Replacement brush chipper	\$0	\$44,000	\$0	\$0	\$0	\$44,000
7. Street park division - Replacement stump grinder	\$0	\$18,000	\$0	\$0	\$0	\$18,000
8. Street lighting division - Replace 42' high boom truck	\$0	\$86,000	\$0	\$0	\$0	\$86,000
9. Public Works Dept.- Replace dump truck	\$0	\$75,000	\$0	\$0	\$0	\$75,000
10. Fire Department - Replace 1996 Water tender (WT 251)	\$0	\$390,000	\$0	\$0	\$0	\$390,000
11. Utility division - Replace truck	\$0	\$0	\$25,000	\$0	\$0	\$25,000
12. Fire Department - Replace vehicle	\$0	\$0	\$50,000	\$0	\$0	\$50,000
13. Street traffic division - Replace truck	\$0	\$0	\$0	\$25,000	\$0	\$25,000
14. Street light division - Replace truck	\$0	\$0	\$0	\$25,000	\$0	\$25,000
15. Utility division - Replace truck	\$0	\$0	\$0	\$0	\$25,000	\$25,000
TOTAL	\$845,000	\$613,000	\$75,000	\$50,000	\$25,000	\$1,608,000

City of Loma Linda
 Capital Improvement Program
FLEET
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
1	Utility Distribution Division Replace 1985 service truck	Water Acquisition Funds	\$125,000
2	Utility Production Division Replace 1998 truck	Water Acquisition Funds	\$30,000
3	Facility Division Replace 1996 service van	AQMD	\$30,000
4	Street Division Skip loader with gannon	Traffic Impact Fee	\$80,000
5	Fire Dept Vehicle Replace 1996 Medic Squad (ME 251)	General Fund	\$580,000
Total			\$845,000
2016 - 2017			
6	Street Park Division Replace brush chipper	General Fund	\$44,000
7	Street Park Division Replace stump grinder	General Fund	\$18,000
8	Street lighting Division Replace 42' high boom truck	General Fund	\$86,000
9	Public Works Dept. Replace dump truck	General Fund	\$75,000
10	Fire Dept Vehicle Replace 1996 Water tender truck (WT 251)	General Fund	\$390,000
Total			\$613,000
2017 - 2018			
11	Utility Production Division Replace truck	Water Funds	\$25,000
12	Fire Dept Vehicle Vehicle Replacement	General Fund	\$50,000
Total			\$75,000
2018 - 2019			
13	Street traffic Division Replace truck	General Fund	\$25,000
14	Street lighting Division Replace truck	General Fund	\$25,000
Total			\$50,000
2019 - 2020			
15	Utility Production Division Replace truck	Water Funds	\$25,000
Total			\$25,000

City of Loma Linda
 Capital Improvement Program
GENERAL BUILDINGS
 Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. City Hall, Replace HVAC	\$10,000	\$20,000	\$0	\$20,000	\$0	\$50,000
2. City Hall, Reroofing	\$20,000	\$20,000	\$0	\$0	\$0	\$40,000
3. Heritage Park, Repair existing facilities	\$120,000	\$0	\$0	\$0	\$0	\$120,000
4. Fire Station, Repair and paint metal roof around station	\$0	\$60,000	\$0	\$0	\$0	\$60,000
5. Remodel restrooms at Corp. Yard	\$0	\$0	\$35,000	\$0	\$0	\$35,000
6. Fire Station, EOC expansion	\$0	\$0	\$300,000	\$0	\$0	\$300,000
TOTAL	\$150,000	\$100,000	\$335,000	\$20,000	\$0	\$605,000

City of Loma Linda
 Capital Improvement Program
GENERAL BULDINGS
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
1 City Hall	Replace HVAC	General Fund	\$10,000
2 City Hall	Reroofing	General Facililty Fund	\$20,000
3 Heritage Park buildings	Repair existing facilities	Public Meeting Facility Fund	\$120,000
Total			\$150,000
2016 - 2017			
1 City Hall	Replace HVAC	General Fund	\$20,000
3 City Hall	Re-roofing	General Fund	\$20,000
5 Fire Station	Repair and paint metal roof around Station	General Fund	\$60,000
Total			\$100,000
2017 - 2018			
6 City Yard	Remodel Restrooms	General Fund	\$35,000
7 Fire Station	EOC Expansion	General Facililty Fund	\$300,000
Total			\$335,000
2018 - 2019			
1 City Hall	Replace HVAC	General Fund	\$20,000
Total			\$20,000
2019 - 2020			
None			
Total			\$0

City of Loma Linda
Capital Improvement Program
PARKS
Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. Various locations - Tree planting	\$20,000	\$20,000	\$20,000	\$20,000	\$25,000	\$105,000
2. Various locatios, install xeriscape at City parks	\$80,000	\$20,000	\$20,000	\$20,000	\$20,000	\$160,000
3. Vairous locations - Replace rubberized play surfaces	\$0	\$10,000	\$0	\$20,000	\$0	\$30,000
4. Various locaitons - Art in public place	\$0	\$30,000	\$0	\$20,000	\$0	\$50,000
5. Hulda Crooks Park- Install security lighting and cameras	\$0	\$10,000	\$10,000	\$0	\$0	\$20,000
6. Hulda Crooks Park- New restroom	\$0	\$0	\$200,000	\$0	\$0	\$200,000
TOTAL	\$100,000	\$90,000	\$250,000	\$80,000	\$45,000	\$565,000

City of Loma Linda
 Capital Improvement Program
PARKS
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
1	Various Locations	Tree Planting	Park Development Fund \$20,000
2	Various Locations	Install xeriscape at City parks	Park Development Fund \$80,000
Total			\$100,000
2016 - 2017			
1	Various Locations	Tree Planting	Park Development Fund \$20,000
2	Various Locations	Install xeriscape at City parks	Park Development Fund \$20,000
3	Various Locations	Replace Rubberized Play Surfaces	Park Development Fund \$10,000
4	Various Locations	Art in public place	Art in public place \$30,000
5	Hulda Crooks Park	Install security lighting and cameras	Park Development Fund \$10,000
Total			\$90,000
2017 - 2018			
1	Various Locations	Tree Planting	Park Development Fund \$20,000
2	Various Locations	Site Improvements	Park Development Fund \$20,000
5	Hulda Crooks Park	Install security lighting and cameras	Park Development Fund \$10,000
6	Elmer Digno Park	New Restroom	Park Development Fund \$200,000
Total			\$250,000
2018 - 2019			
1	Various Locations	Tree Planting	Park Development Fund \$20,000
2	Various Parks	Site Improvements	General Fund \$20,000
4	Various Locations	Replace Rubberized Play Surfaces	Park Development Fund \$20,000
5	Various Locations	Art in public place	Art in public place \$20,000
Total			\$80,000
2019 - 2020			
1	Various Locations	Tree Planting	Park Development Fund \$25,000
2	Various Parks	Site Improvements	Park Development Fund \$20,000
Total			\$45,000

City of Loma Linda
 Capital Improvement Program
SEWER
 Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. Rincon St. - Pipe bursting from 8" to 12" sewerline	0	\$220,000	\$0	\$0	\$0	\$220,000
2. Lilac St. - Pipe bursting from 8" to 12" sewerline	\$0	0	\$250,000	\$0	\$0	\$250,000
TOTAL	\$0	\$220,000	\$250,000	\$0	\$0	\$470,000

City of Loma Linda
 Capital Improvement Program
SEWER
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
None			\$0
2016 - 2017			
1 Rincon St.	Pipe Bursting from 8" to 12" Sewerline	Sewer Capital Funds	\$220,000
Total			\$220,000
2018 - 2019			
2 Lilac St.	Pipe Bursting from 8" to 12" Sewerline	Sewer Capital Fund	\$250,000
Total			\$250,000
2017 - 2018			
None			\$0
2019 - 2020			
None			\$0

City of Loma Linda
 Capital Improvement Program
STORM DRAINS
 Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. Benton St. - Court St. to San Timoteo Channel	\$10,000	\$450,000	\$0	\$0	\$0	\$460,000
2. Benton Street - Lawton St. to Barton Rd.	\$0	\$0	\$500,000	\$0	\$0	\$500,000
3. Replace dirt channel between Benton St. and Anderson St.	\$0	\$0	\$0	\$600,000	\$0	\$600,000
4. New Jersey St. - Orange Ave. to Citrus Ave.	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
5. Van Leuvan St. Storm Drain- Railroad to Orange Grove St.	\$0	\$0	\$0	\$0	\$500,000	\$500,000
6. Barton Road - New Jersey St. to California St.	\$0	\$0	\$0	\$0	\$500,000	\$500,000
TOTAL	\$10,000	\$450,000	\$500,000	\$600,000	\$2,000,000	\$3,560,000

City of Loma Linda
 Capital Improvement Program
STORM DRAIN
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
1 Benton St.	Extending existing storm drain pipe from Court St. to San Timoteo Channel	Storm Drain Capital Fund	\$10,000
Total			\$10,000
2016 - 2017			
1 Benton St.	Extending existing storm drain pipe from Court St. to San Timoteo Channel	Storm Drain Capital Fund	\$450,000
Total			\$450,000
2017 - 2018			
2 Benton St.	Extend existing storm drain pipe from Barton Rd. to Lawton Ave.	Storm Drain Capital Fund	\$500,000
Total			\$500,000
2018 - 2019			
3 North Side of Drayson Center	Benton St. to Anderson St. Replace Dirt Channel	Storm Drain Capital Fund	\$600,000
Total			\$600,000
2019 - 2020			
4 New Jersey St.	Orange Ave to Citrus Ave	Storm Drain Capital Fund	\$1,000,000
5 Van Leuvan St.	Install Storm Drain from Railroad to Orange Grove St.	Storm Drain Capital Fund	\$500,000
6 Barton Road	Install Storm Drain from New Jersey St. to California St.		\$500,000
Total			\$2,000,000

City of Loma Linda
 Capital Improvement Program
STREETS/ STREET LIGHTS
 Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. I-10 FWY and Anderson St. interchange improvement	\$1,000,000	\$500,000	\$0	\$0	\$0	\$1,500,000
2. Sidewalk at various locations	\$30,000	\$50,000	\$50,000	\$25,000	\$25,000	\$180,000
3. Lawton Ave.,Mt.View Ave.,Whittier Ave. and Bryn Mawr pavement rehab.	\$342,000	\$0	\$0	\$0	\$0	\$342,000
4. Slurry Seal and pavement rehab. at various locations	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
5. Striping at various locations	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
6. Redlands Blvd. and California St. intersection improvements	\$0	\$2,000,000	\$4,000,000	\$0	\$0	\$6,000,000
7. California St / Orange Ave. - traffic signal	\$0	\$0	\$0	\$0	\$250,000	\$250,000
8. California St / Citrus Ave. - traffic signal	\$0	\$0	\$0	\$0	\$250,000	\$250,000
9. California St. widening from Redlands to Orange Ave.	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
10. Van Leuven St. extension from Orange Grove St. to Caroline St.	\$0	\$0	\$0	\$0	\$1,400,000	\$1,400,000
TOTAL	\$1,372,000	\$2,775,000	\$4,275,000	\$250,000	\$4,650,000	\$13,322,000

City of Loma Linda
 Capital Improvement Program
STREETS/STREET LIGHTS
 Project Descriptions

Project	Description	Potential Funding	Cost	
2015 - 2016				
1	I-10 FWY and Anderson St. interchange	Freeway interchange improvement	Regional and Local Transportation Fund	\$1,000,000
2	Sidewalk at Various Locations	Install Sidewalk	Mearsure I	\$30,000
3	Lawton St. from Mt.View Ave. to Whitter Ave., Mt. View. Ave. from Lawton Ave. to Beaumont Ave., Whittier Ave. from RR tracks to Beaumont Ave., Bryn Mawr Ave. from Redlands Blvd. to north end	Pavement rehabilitation	Mearsure I	\$342,000
Total			\$1,372,000	
2016 - 2017				
1	I-10 FWY and Anderson St. interchange	Freeway interchange improvement	Regional Transportation Fund	\$500,000
2	Sidewalk at Various Locations	Install Sidewalk	Measure I	\$50,000
4	Slurry Seal	various locations	Measure I	\$200,000
5	Striping at Various Locations	Striping	Mearsure I	\$25,000
6	Redlands Blvd. at California	Intersection Improvement	Traffic Impact Fee	\$2,000,000
Total			\$2,775,000	
2017 - 2018				
2	Sidewalk at Various Locations	Install Sidewalk	Measure I	\$50,000
3	Slurry Seal	various locations	Measure I	\$200,000
5	Striping at Various Locations	Striping	Mearsure I	\$25,000
6	Redlands Blvd. at California	Intersection Improvement	Traffic Impact Fee	\$4,000,000
Total			\$4,275,000	
2018 - 2019				
2	Sidewalk at Various Locations	Install Sidewalk	Measure I	\$25,000
4	Slurry Seal	various locations	Measure I	\$200,000
5	Striping at Various Locations	Striping	Mearsure I	\$25,000
Total			\$250,000	

* To Be Determined

City of Loma Linda
 Capital Improvement Program
STREETS/STREET LIGHTS
 Project Descriptions

Project	Description	Potential Funding	Cost	
2019 - 2020				
2	Sidewalk at Various Locations	Install Sidewalk	Measure I	\$25,000
4	Slurry Seal	various locations	Measure I	\$200,000
5	Striping at Various Locations	Striping	Mearsure I	\$25,000
7	California St. at Orange St.	Traffic Signal	Traffic Impact Fee	\$250,000
8	California St. at Citrus St.	Traffic Signal	Traffic Impact Fee	\$250,000
9	California St. widening	Redlands Blvd. to Orange Ave.	TBD	\$2,500,000
10	Van Leuven St.	OrangeGrove - Caroline St	TBD	\$1,400,000
Total				\$4,650,000

* To Be Determined

City of Loma Linda
Capital Improvement Program
WATER
Project Summary

PROJECT	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	TOTAL
1. Replace water meter	\$200,000	\$20,000	\$10,000	\$10,000	\$50,000	\$290,000
2. Replace water valves	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$140,000
3. 8 MG reservoir - Replace roof	\$20,000	\$0	\$0	\$0	\$0	\$20,000
4. 100,000 Gal. reservoir - Pave site	\$40,000	\$0	0	\$0	\$0	\$40,000
5. Curtis St., Rosarita Dr.,Yardley Dr. - Replace and upgrade waterline	\$533,000	\$0	0	\$0	\$0	\$533,000
6. Huron St. - Replace 12" , Lawton Ave. to Acacia St.	\$0	\$75,000	\$0	\$0	\$0	\$75,000
7. Richardson St.- Replace 6" with 8" waterline, Lawton Ave. to Huron St.	\$0	\$75,000	\$0	\$0	\$0	\$75,000
8. Acacia St. - Replace 6" with 8" waterline, Lawton Ave. to Huron St.	\$0	\$75,000	\$0	\$0	\$0	\$75,000
9. Hillcrest St. - Replace 6" with 8" waterline, Lawton Ave. to Huron St.	\$0	\$75,000	\$0	\$0	\$0	\$75,000
10. Richmond Rd. - Replace 6" with 8" waterline, Lawton Ave. to Huron St.	\$0	\$0	\$75,000	\$0	\$0	\$75,000
11. San Mateo Dr. - Replace 6" with 8" waterline, University Ave. to Rosarita Dr.	\$0	\$0	\$0	\$70,000	\$0	\$70,000
12. San Marcos Dr.- Replace 6" with 8" waterline, San Mateo Dr. to San Lucas Dr.	\$0	\$0	\$0	\$70,000	\$0	\$70,000
13. San Lucas Dr. - Replace 6" with 8" waterline, San Marcos Dr. to Prospect Ave.	\$0	\$0	\$0	\$70,000	\$0	\$70,000
14. Prospect Ave. - Replace 6" with 8" waterline, San Lucas Dr. to Campus St.	\$0	\$0	\$0	\$0	\$70,000	\$70,000
15. Poplar St - Replace 6" with 8" waterline, Shepardson Dr. to Prospect Ave.	\$0	\$0	\$0	\$0	\$70,000	\$70,000
16. Belaire St - Replace 6" with 8" waterline, Shepardson Dr. to Prospect Ave.	\$0	\$0	\$0	\$0	\$70,000	\$70,000
17. Poplar St. - Replace 6" with 8" waterline, Redlands Blvd. to Park St.	\$0	\$0	\$0	\$0	\$90,000	\$90,000
TOTAL	\$813,000	\$350,000	\$115,000	\$250,000	\$380,000	\$1,908,000

City of Loma Linda
 Capital Improvement Program
WATER
 Project Descriptions

Project	Description	Potential Funding	Cost
2015 - 2016			
1	Various Locations	Replace water meters	Water Enterprise Fund \$200,000
2	Various Locations	Replace water valves	Water Enterprise Fund \$20,000
3	8 MG Reservoirs	Replace roof	Water Enterprise Fund \$20,000
4	100,000 Gal. Reservoirs	Pave the site	Water Enterprise Fund \$40,000
5	Curtis. St., Rosarita Dr., Yardley Dr.	Replace and upside waterline	Water Enterprise Fund \$157,000, Water Acquisition Fund \$157,000, CDBG Fund \$218,400 \$533,000
Total			\$813,000
2016 - 2017			
1	Various Locations	Replace water meters	Water Enterprise Fund \$20,000
2	Various Locations	Replace water valves	Water Enterprise Fund \$30,000
6	Huron St.	Replace waterline, Lawton Ave. to Acacia St.	Water Enterprise Fund \$75,000
7	Richardson St.	Replace waterline, Lawton Ave. to Huron St.	Water Enterprise Fund \$75,000
8	Acacia St.	Replace waterline, Lawton Ave. to Huron St.	Water Enterprise Fund \$75,000
9	Hillcrest St.	Replace waterline, Lawton Ave. to Huron St.	Water Enterprise Fund \$75,000
Total			\$350,000
2017 - 2018			
1	Various Locations	Replace water meters	Water Enterprise Fund \$10,000
2	Various Locations	Replace water valves	Water Enterprise Fund \$30,000
10	Richmont Rd.	Replace waterline, Lawton Ave. to Huron St.	Water Enterprise Fund \$75,000
Total			\$115,000

City of Loma Linda
 Capital Improvement Program
WATER
 Project Descriptions

Project	Description	Potential Funding	Cost
2018 - 2019			
1 Various Locations	Replace water meters	Water Enterprise Fund	\$10,000
2 Various Locations	Replace water valves	Water Enterprise Fund	\$30,000
11 San Mateo Dr.	Replace waterline, University Ave. to Rosarita Dr.	Water Enterprise Fund	\$70,000
12 San Marcos Dr.	Replace waterline, San Mateo Dr. to San Lucas Dr.	Water Enterprise Fund	\$70,000
13 San Lucas Dr.	Replace waterline, San Marcos Dr. to Prospect Ave.	Water Enterprise Fund	\$70,000
Total			\$250,000
2019 - 2020			
1 Various Locations	Replace water meters	Water Enterprise Fund	\$50,000
3 Various Locations	Replace water valves	Water Enterprise Fund	\$30,000
14 Prospect Ave.	Replace waterline, San Lucas Dr. to Campus St.	Water Enterprise Fund	\$70,000
15 Poplar St.	Replace waterline, Shepardson Dr.. to Prospect Ave.	Water Enterprise Fund	\$70,000
16 Belaire St.	Replace waterline, Shepardson Dr. to Prospect Ave.	Water Enterprise Fund	\$70,000
17 Poplar St.	Replace waterline, Redlands Blvd. to Park St.	Water Enterprise Fund	\$90,000
Total			\$380,000



City of Loma Linda Official Report

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

COUNCIL AGENDA:

TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Diana De Anda, Finance Director
SUBJECT: FY 2015-2016 COPS Grant Allocation

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

RECOMMENDATION

That the Mayor and Council approve the City's expenditure plan for FY 2015-2016 Supplemental Law Enforcement Services Funds (also known as the "COPS Grant") as discussed below and included in the Proposed FY 2015-2016 City Budget.

BACKGROUND

Although the funds and expenditures have been included as part of the FY 2015-2016 Proposed City Budget, the County's Law Enforcement Oversight Committee (the entity responsible for administering the funds for the State) requires that the Council approve the expenditure plan for the COPS grant as a separate item from the City budget.

The estimated use of COPS funding by the City for FY 2015-2016 is \$86,300. As the City has done in previous years, the COPS funds will be used to pay for the cost of the Sheriff's Service Specialist as well as costs associated with that position such as Kidzwatch program activities and supplies for three schools, Explorer's Law Enforcement Competitions, Red Ribbon "Say NO to drugs" campaign supplies for two schools, and uniforms for the Citizens Patrol.

ENVIRONMENTAL

None.

FINANCIAL IMPACT

As required by State regulations related to the grant, COPS grant revenue is budgeted and accounted for in a fund separate than the General Fund. Grant funds are then used to reimburse the General Fund for approved expenses incurred as discussed above. Pages from the proposed FY 2015-2016 City Budget reflecting this expenditure plan are attached.

**CITY OF LOMA LINDA
COPS GRANT FUND
BUDGET SUMMARY 2015-2016**

EXPENDITURES	ACTUAL 2013-2014	BUDGETED 2014-2015	ADOPTED 2015-2016
PERSONNEL	\$ 0	\$ 0	\$ 0
M & O	77,301	82,600	86,300
CAPITAL	0	0	0
TOTAL	<u>\$ 77,301</u>	<u>\$ 82,600</u>	<u>\$ 86,300</u>
 SOURCE OF FUNDS			
INTERGOVERNMENTAL	\$ 76,972	\$ 82,600	\$ 86,300
USE OF MONEY & PROPERTY	329	100	100
REFUNDS & REIMBURSEMENTS	0	0	0
FUND BALANCE	0	(100)	(100)
TOTAL	<u>\$ 77,301</u>	<u>\$ 82,600</u>	<u>\$ 86,300</u>

DEPARTMENTAL GOALS

For Fiscal Year 2015-2016 the goals for the COPS Grant fund is:

1. To assist the General Fund with the costs associated with the two Sheriff's Service Specialist positions including
2. To assist the General Fund with the costs to run the Kidzwatch program at three schools within the City limits
3. To assist the General Fund with the costs to fund part of the cost of the Explorer's Law Enforcement Competitions
4. To assist the General Fund with the costs to promote the "Say NO to drugs" Campaign during Red Ribbon week at two public schools within City Limits

PROGRAM DESCRIPTION

Legislation enactment of Assembly Bill No. 3229, Citizen's Option for Public Safety (COPS). Cities are provided funds to supplement existing services in the area of front-line law enforcement, including anti-gang and community crime prevention programs.

CITY OF LOMA LINDA

PROPOSED BUDGET

35 CITIZENS OPTION PUBLIC SAFETY
5430 C.O.P.S.

<u>ACCOUNT NUMBER</u>	<u>ACTUALS</u> <u>2013-2014</u>	<u>BUDGET</u> <u>2014-2015</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>PROPOSED</u> <u>2015-2016</u>
MAINTENANCE & OPERATIONS				
35-5430-1620 UNIFORMS & SAFETY EQUIPMENT	365.99	400.00	400.00	400.00
35-5430-1870 MATERIALS & OTHER SERVICES	1,497.95	1,500.00	1,500.00	2,900.00
35-5430-1890 TRANSFERS OUT	75,437.00	80,700.00	80,700.00	83,000.00
TOTAL MAINTENANCE & OPERATIONS	77,300.94	82,600.00	82,600.00	86,300.00
CAPITAL OUTLAY				
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00
TOTAL C.O.P.S.	77,300.94	82,600.00	82,600.00	86,300.00

**CITY OF LOMA LINDA
BUDGET JUSTIFICATIONS
FISCAL YEAR 2015-2016**

35 CITIZENS OPTION PUBLIC SAFETY
5430 C.O.P.S.

TITLE/ACCOUNT NUMBER	Amount
MAINTENANCE & OPERATIONS	
35-5430-1620 UNIFORMS & SAFETY EQUIPMENT	
1 Uniforms for citizens patrol	400.00
Total Budgeted Amount:	400.00
35-5430-1870 MATERIALS & OTHER SERVICES	
1 Kidzwatch program activities and supplies for three schools	1,500.00
2 Explorer's (ages 14-20) Law Enforcement Competitions	1,000.00
3 Red Ribbon - Say NO to Drugs campaign supplies for two schools	400.00
Total Budgeted Amount:	2,900.00
35-5430-1890 TRANSFERS OUT	
1 COPS funding to supplement Sheriff Service Specialist positions costs to the General Fund	83,000.00
Total Budgeted Amount:	83,000.00
TOTAL MAINTENANCE & OPERATIONS	86,300.00
TOTAL C.O.P.S.	86,300.00

Proposed - Not Final

**SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF LOMA LINDA
FY 2015-16**

40 Additional patrol hours per week effective 7/1/15

<u>LEVEL OF SERVICE</u>	<u>FY 2015-16 COST</u>
0.40 - Lieutenant	\$ 98,631 ¹
1.71 - Sergeant	363,005 ¹
0.56 - Detective/Corporal (20 hours per week)	100,063 ¹
10.41 - Deputy Sheriff (376 hours per week)	1,690,731 ¹
1.00 - Deputy Sheriff - Traffic (no relief factor)	162,414 ¹
1.00 - Sheriff's Service Specialist	72,461 ¹
2.39 - Office Specialist	161,956 ¹
0.27 - Motor Pool Services Assistant	18,324 ¹
5.00 - Marked Unit	65,615 ²
1.00 - Unmarked Unit	6,403 ²
1.00 - Ford Escape	5,695 ²
1.00 - Truck - Grant Funded	1,376 ³
Dispatch Services	158,610 ¹
12.00 - HTs (Amortized over 7-years)	5,784
12.00 - HTs (Access & Maint Only)	7,548
1.00 - Additional MDCs	1,046
11.00 - Taser Replacement (Amortized over 4-years)	3,608
Administrative Support	12,845
Office Automation	16,207
Services & Supplies	21,546
Vehicle Insurance	45,030
Personnel Liability & Bonding	71,107
Workers' Comp Experience Modification	3,850
County Administrative Cost	135,151
Startup Costs	7,547
TOTAL COST:	\$ 3,236,553 ¹

Monthly Payment Schedule

1st payment due July 15, 2015:	\$269,721
2nd through 12th payments due the 5th of each month:	\$269,712

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.



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: June 9, 2015
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T. J. T.*
SUBJECT: Extension of Annual Service Contracts for Fiscal Year 2015-16

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

RECOMMENDATION

It is recommended that City Council approve one-year contract extension to June 30, 2016, to the following:

- A) Albert Grover and Associates – Interconnect Traffic Signal Monitoring;
- B) Golden West Landscape – Landscape Maintenance Services in the Landscape Maintenance District (LMD) areas and Barton Road Median; and
- C) Cannon Pacific Services, Inc. – Street Sweeping Services

BACKGROUND

The City has established and maintained a professional working relationship with all the contractors. The contractors have been responsive to concerns and issues raised by the City and the public throughout the year. The City has been very satisfied with the services provided by all of the contractors.

Albert Grover and Associates performs traffic monitoring services along the I-10 freeway corridor for SANBAG as well as neighboring communities. Traffic monitoring is a specialty service requiring expertise and equipment not commonly found in the engineering profession.

The LMD maintenance service and the street sweeping service contracts were awarded in 2012 for a one (1) year period with 3 one year optional extensions. This is the final extension period for both contracts.

ANALYSIS:

Due to increase costs in labor, overhead, consumables, products and disposal fees, Cannon Pacific Services, Inc. and Golden West Landscape have requested for 3% increases to their contracts. There will be no contract changes to the contract with Albert Grover and Associates. City staff supports these requests.

FINANCIAL IMPACT:

Funding for these services is as follows:

- A) Albert Grover and Associates:
 - a. Monthly Service Contract - Account 10-5360-1830 - \$5,400
- B) Golden West Landscape:
 - a. Monthly Service Contract – Accounts 71-5200-1830 - \$106,000; and
01-4200-1830 - \$32,000
 - b. Miscellaneous irrigation repairs 01-4200-1300 and 71-5200-1300
- C) Cannon Pacific Services:
 - a. Monthly Service Contract - Account 01-3200-1830 and 10-5360-1830 - \$38,400



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: June 9, 2015

TO: City Council

FROM: Jeff Bender, Fire Chief

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Wildland Fire Protection Contract #3CA02727 between the California Department of Forestry and Fire Protection (Cal.Fire) and the City for Fiscal Year 2015-2016 in the amount of \$41,073.87 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601 Landscape Maintenance District (LMD) No. 1
Fiscal Year 15-16 Annual Report

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

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 03/2015

AGREEMENT NUMBER	3CA02727
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Loma Linda

2. The term of this Agreement is: **July 1, 2015** through **June 30, 2016**

3. The maximum amount of this Agreement is: **\$ 41,073.87**
Forty One Thousand Seventy Three Dollars and Eighty Seven Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 610	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	5 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME City of Loma Linda		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 25541 Barton Rd, Loma Linda, CA 92354		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 03/2015

AGREEMENT NUMBER	3CA02727
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LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME City of Loma Linda		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 25541 Barton Rd, Loma Linda, CA 92354		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Darren Feldman	Local Agency:	City of Loma Linda
Name:	San Bernardino	Name:	Jeff Bender
Phone:	909-881-6900	Phone:	909-799-4404
Fax:	909-881-6969	Fax:	909-799-2891

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Darren Feldman	Local Agency:	City of Loma Linda
Section/Unit:	San Bernardino	Section/Unit:	
Attention:	Shane Littlefield	Attention:	Jeff Bender
Address:	3800 N Sierra Way, San Bernardino, CA 92405	Address:	25541 Barton Rd, Loma Linda, CA 92354
Phone:	909-881-6900	Phone:	909-799-4404
Fax:	909-881-6969	Fax:	909-799-2891

Send an additional copy of all correspondence to:

**CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460**

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2015, by and between the State of California, hereinafter called STATE and City of Loma Linda, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1582 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

Contractor Name: City of Loma Linda

Contract No: **3CA02727**

- 3 -

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 23.06 per acre, plus an 12.59% administrative charge for a total of \$41,073.87 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39001

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF City of Loma Linda A LOCAL AGENCY
FOR THE 2015/2016 FISCAL YEAR

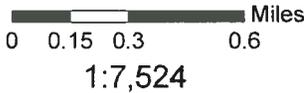
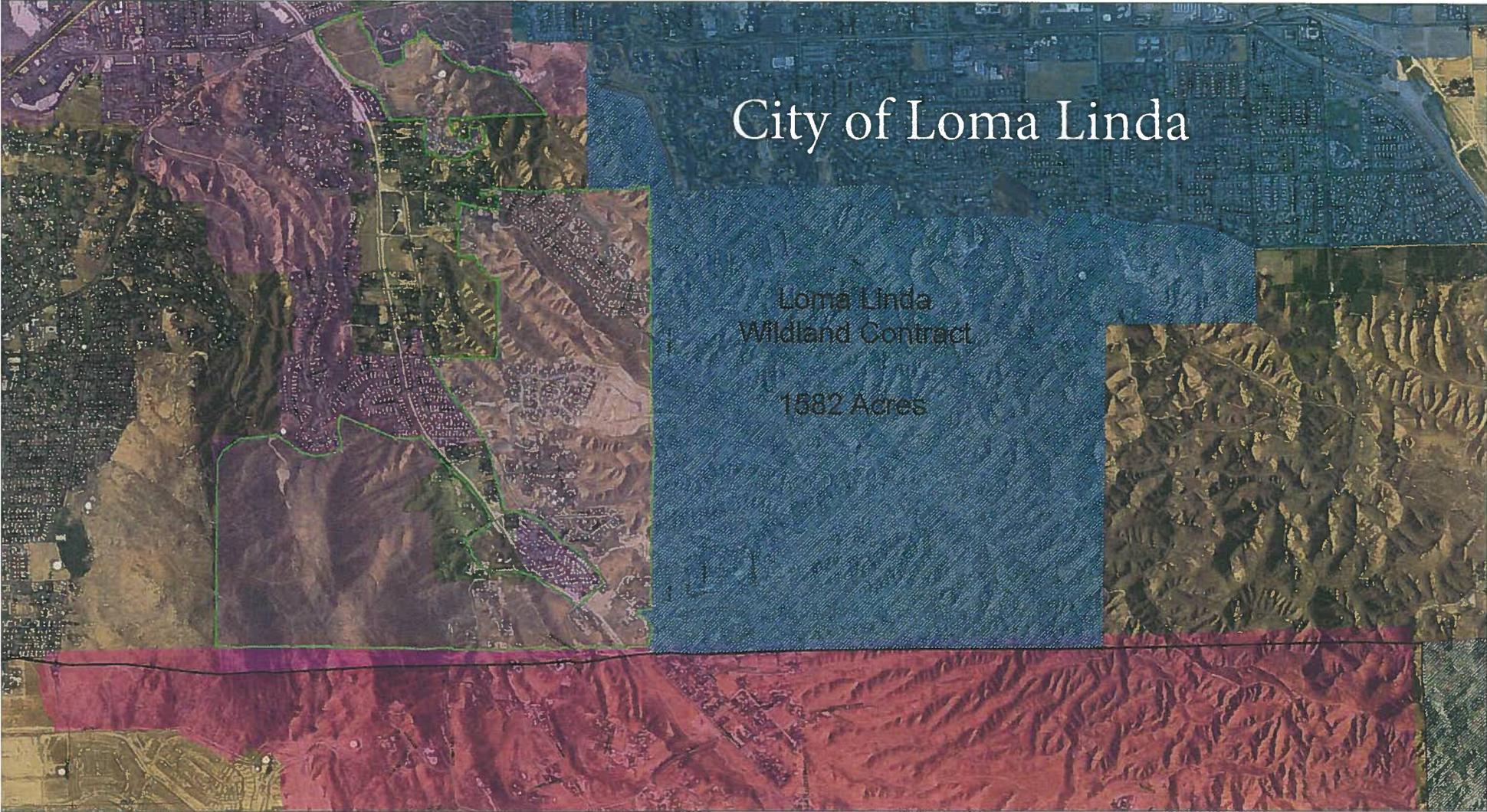
AGREEMENT COST CALCULATIONS:

Number of Acres 1582

General Fund Reimbursement	\$ 8.18	\$ 12,940.76
Unit Budget	\$ 14.88	\$ 23,540.16
<hr/>		
Sub-Total		\$ 36,480.92
Admin Rate	12.59%	\$ 4,592.95
<hr/>		
Total Protection Cost		\$ 41,073.87

Comments Section:

**Loma Linda 2015-2016
Wildland Contract Map**



- Legend**
- SRA
 - Colton Wildland Contract
 - 2015-2016 Loma_Linda_Contract

LOMA LINDA WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE),
San Bernardino Unit,**

And

LOMA LINDA FIRE DEPARTMENT

Purpose

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Loma Linda Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Area involved:

1. See attached map, Loma Linda Wildland Contract area inclusive of mutual threat zones.

Proposal

The proposal of this plan is to:

1. Wildland fires within the contract area or mutual threat zone:
 - a. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall:
 - i. Assume command,
 - ii. Establish jurisdiction,
 - iii. Determine threats with potential,
 - iv. Provide a report on conditions,
 - v. Formulate and effect a plan of action,
 - vi. Prioritize control objectives,
 1. Life, Property and Natural Resources,
 - vii. Request additional resources as appropriate,
 - viii. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first;
 - a. The first arriving Chief Officer will transition command from the initial attack incident commander.
 - b. Announce and assume command.
 - c. Establish an Incident Command Post.

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the Firescope Statewide channel plan with the following VHF frequencies.
 - a. Command
 - i. Common command frequency assigned by the BDCC
 - b. Tactical
 - i. Common tactical frequencies assigned by the BDCC
 - c. Air to Ground
 - i. Common air to ground frequencies assigned by the BDCC
 - d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
WHITE 2	154.2650	154.2650	WHITE 2
WHITE 3	154.2950	154.2950	WHITE 3

6. Wildland fires in jurisdictions outside of the Loma Linda Wildland Contract area that are deemed an imminent threat:
 - a. Immediate notification will be made to BDCC. BDCC will in turn notify Loma Linda Fire Department via San Bernardino County Communications Center (XBOC).
7. For wildland fires originating in the Loma Linda Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-
Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, MODIFYING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE MEMBERS OF THE PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES' ASSOCIATION, THE LOMA LINDA PUBLIC WORKS EMPLOYEES' ASSOCIATION, THE LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935 AND THE UNREPRESENTED EMPLOYEES

WHEREAS, the City of Loma Linda and the Professional and Administrative Employees' Association, the Loma Linda Public Works Employees' Association, the Loma Linda Professional Firefighters Local 935 and the unrepresented employees have met and conferred in good faith;

WHEREAS, having concluded negotiations the parties have reached agreements, effective July 1, 2015 until June 30, 2017;

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

1. Professional and Administrative Employees' Association Memorandum of Understanding, attached hereto as Exhibit A, is hereby ratified.
2. Loma Linda Public Works Employees' Association Memorandum of Understanding, attached hereto as Exhibit B, is hereby ratified.
3. Loma Linda Professional Firefighters Local 935 Memorandum of Understanding, attached hereto as Exhibit C, is hereby ratified.
4. Loma Linda Professional Firefighters Local 935 Side Letter of Agreement, attached hereto as Exhibit D, is hereby ratified.
5. Unrepresented Safety (Fire) Management/Confidential employees Agreement, attached hereto as Exhibit E, is hereby ratified.
4. Unrepresented Miscellaneous Management/Confidential employees as follows:
 - a) Effective July 1, 2015 – increase City's cafeteria plan contribution to \$1,100
 - b) Effective July 1, 2015 – reinstate Tuition Reimbursement Program pursuant to City policy
 - c) Effective July 1, 2016 – 2.5% Cost of Living Adjustment

PASSED, APPROVED AND ADOPTED this 9th day of June 2015.

ATTEST:

Rhodes Rigsby, Mayor

Pamela Byrnes-O'Camb, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
REPRESENTATIVES OF THE CITY OF LOMA LINDA
AND
PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES ASSOCIATION

I. PREAMBLE

This memorandum of Understanding is made and entered into between the Professional and Administrative Employees Association, hereinafter referred to as "Association", and the management representatives of the Loma Linda City Council, hereinafter referred to as "City", pursuant to the California government Code Sections 3500 et seq.

II. CONCLUSION OF AGREEMENT

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning July 1, 2015 and ending June 30, 2017.

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City. Provisions of this Memorandum of Understanding apply only to employees represented by the Association.

III. CITY COUNCIL DETERMINATION

The Memorandum of Understanding shall be presented to the Loma Linda City Council for its determination. Appropriate ordinances, resolutions and other additional actions shall be considered to implement the provisions of this Memorandum.

IV. SALARY

Effective July 1, 2016, all employees shall receive a cost of living salary adjustment (COLA) of 2.50 percent.

V. INSURANCE/DEFERRED COMPENSATION

Effective July 1, 2015, the City's contribution towards the Employee Insurance and Deferred Compensation Program shall be \$1,100.00 for all full-time employees.

VI. TUITION REIMBURSEMENT PROGRAM

Effective July 1, 2015, the City agrees to reinstate the Tuition Reimbursement Program pursuant to City policy.

PROFESSIONAL AND ADMINISTRATIVE
EMPLOYEES ASSOCIATION

BY _____

BY _____

DATED _____

CITY OF LOMA LINDA

BY _____

BY _____

DATED _____

**AGREEMENT BETWEEN
THE CITY OF LOMA LINDA
AND
LOMA LINDA FIRE MANAGEMENT**

ARTICLE 1. PREAMBLE

This Memorandum of Understanding ("MOU") is made and entered into by and between the Loma Linda Fire Management Employees, hereinafter referred to as "Fire Management", and the City of Loma Linda hereinafter referred to as "City," pursuant to California Government Code sections 3500 *et seq.* The parties recognize that the City's Personnel Rules and Regulations are applicable to Fire Management. The parties also recognize that the City maintains a City of Loma Linda Fire Department Operation Manual which applies to Fire Department personnel. The reference to certain portions of the Personnel Rules and Regulations, the Fire Department Operation Manual, and other existing policies and procedures is for convenience only. Other existing terms and conditions of employment not referenced herein are applicable.

ARTICLE 2. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT

The City and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3250 through 3262, known as the Fire Fighters Procedural Bill of Rights Act, and as amended. Prior to any interview of an employee involving disciplinary proceedings, or at any point during an interview where disciplinary action becomes a probability, the City shall advise the employee of his/her right to representation.

ARTICLE 3. COMPENSATION

The City agrees to provide bargaining unit members with a 2% increase to base compensation effective July 1, 2016.

ARTICLE 4. SUPPLEMENTAL PAY

A. Special Certification Pay

Each bargaining unit member shall receive the following monthly amounts if he/she possesses the requisite certificates:

Firefighter II	1.5%
Company Fire Officer	2.0%
Chief Officer	2.5%
Executive Fire Officer	3.0%

Effective July 1, 2016:

Firefighter II	2.0%
Company Fire Officer	2.5%
Chief Officer	3.0%
Executive Fire Officer	3.5%

The above certification pay is non-cumulative.

B. Paramedic Incentive

The City will provide a paramedic incentive of \$150 per month for Fire Management who possess a current and valid paramedic certification

Amount to be annualized and equally divided amongst twenty- six(26) payperiods.

C. Overtime – Fire Management assigned to the 56-hour work schedule:

7K Exemption – The City utilizes the statutory “7K” exemption for shift personnel pursuant to the Fair Labor Standards Act. The work period for such employees shall be 24 days in length.

FLSA overtime is calculated at 0.625 hours per 24 hour regularly scheduled work period.

Hours worked in excess of the employee's regularly scheduled hours in a work shift shall be overtime.

Overtime shall be credited in fifteen (15) minute increments with no credit given for time worked which is less than fifteen (15) minutes.

Overtime worked by non-exempt employees in full-time positions shall be paid at time and one-half the employee's regular rate of pay.

For purposes of overtime computations authorized paid leave, sick leave, compensatory time, and holiday time taken shall be counted as hours worked, except that Safety shift employees whose regularly scheduled work shift falls on a holiday shall not have the hours counted as hours worked

Overtime must be authorized in advance by the Fire Chief or his/her designee.

For the purpose of filling overtime, the Department’s Overtime policy will be in effect.

Force Hiring – To maintain minimum staffing levels, on occasion a person may be force hired.

D. Compensatory Time

Safety management employees assigned to a non-exempt position may elect to accrue compensatory time at a premium rate, i.e.; time and one-half the employee's regular rate of pay with the following parameters

- 1. Maximum accumulation of 72 hours permitted in employee's account.
- 2. Use of compensatory time limited to a time when no back-fill of the position is required.

E. Administrative Leave

Fire Management shall accrue Administrative Leave as follows:

Fire Marshal	70 hrs/fiscal year
Fire Division Chief	70 hrs/fiscal year
Fire Chief	80 hrs/fiscal year

F. Emergency On-Call/Call Back

Safety management employees working on a shift (56 hour) or forty (40) hour week basis, may be required to be on emergency on-call during off-duty hours. On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within an hour. While assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.

Assignment of on-call duty and approval of compensation shall be made by the Fire Chief based upon the needs of the department. On-call duty shall be compensated at the rate of one hundred eighty-five dollars (\$185.00) per week. Said compensation is exclusive of any other compensation and shall not count as hours worked.

G. Extra Duty Pay

Safety management employees working a forty (40) hour work schedule exempt position shall receive straight time pay for duties required outside of their normally assigned duties – i.e. strike team assignment or other assignments where the time is typically reimbursed to the City.

H. Staff Premium

To compensate non-exempt safety management employees assigned to the 40-hour work schedule vs. the 56-hour work schedule, such employee shall receive a staff premium equal to 7.5% of base hourly rate. (This is to compensate for the loss of PERS reportable holiday pay (5%) and FLSA overtime pay (2.5%)). The Staff Premium is PERS reportable under the classification of Special Assignment Pay.

ARTICLE 5. HOURS OF WORK

A. “48/96” Work Schedule – Fire Management assigned to the 56-hour work schedule work a 48/96 schedule. Each regular rotation will consist of 48 consecutive hours (comprised of two 24-hour shifts) starting at 0800 and ending at 0759 the following day, which will be followed by 96 hours off-duty, unless recalled to work.

For purposes of paid leave, other time off or shift coverage, each 48 hour on-duty period will be considered two consecutive 24-hour shifts, which may be taken off or covered individually.

B. 48/96 Christmas Holiday Schedule Language – in the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the preceding shift (relief shift) as follows:

The entire affected shift will work on December 22 and 25; the entire relief shift will work December 23 and 24.

These changes will be considered regular work days for the shifts.

Example:

22	23	24	25	26	27
A	A	B	B	C	C

Changes to:

22	23	24	25	26	27
B	A	A	B	C	C

C. Shift Trades - Shift trades shall be in accordance with the Department shift trade policy. During the first 6 months of employment with the City of Loma Linda, a newly hired Firefighter, or Firefighter Paramedic shall not engage in shift trades.

D. 4/10 work schedule – Fire Management assigned to the 40-hour work schedule work four (4) ten (10) hour days, typically Monday – Thursday, 7 a.m. – 5:30 p.m..

ARTICLE 6. UNIFORM ALLOWANCE

A. Newly Hired Employees

At time of appointment, the City shall provide employees with the following uniform items:

- 3 - Nomex Uniform Shirt and Pant Sets
- 5 - Black T-Shirts
- 1 – Black Long Sleeve T-Shirt
- 1 - Flexfit Style Hat
- 1 - Black Cotton Shorts
- 1 - Black Pullover Work Shirt
- 1 - Black Uniform Belt and Buckle
- 1 - Station Work Safety Boots
- 1 - Name Plate

B. Yearly Amount

Fire Management receive a total of \$800 per year as a uniform allowance. Said allowance shall be in one lump sum prior to the month of August each fiscal year. The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.

C. Supply and Maintenance of Uniforms

The City shall provide annually to all bargaining unit members the following:

- 5 T-shirts with approved Fire department Logo (short or long sleeved)
- 1 Baseball style had with approved FD Logo
- 1 pair of workout shorts or sweatpants with approved FD Logo

Fire Management agree to supply and maintain all of their own uniforms and uniform accessories with the exception of their badges, which will continue to be supplied by and remain property of the City. The Fire Management agree to purchase and maintain uniforms in accordance with Fire Department Operational Manual Section 100: Uniform Policy to maintain professional appearance and uniformity. The Association shall maintain an on-hand supply and purchasing system of frequently needed uniform items as listed below:

1. T-shirts with approved Fire Department logo (both short and long sleeved)
2. Workout shorts with approved FD logo
3. Baseball style hat with approved FD logo
4. Sweatpants with approved FD logo

Other incidental items may be ordered by the Association for members Fire Management to purchase on an as-needed basis, but will not be kept in stock, such as:

1. Approved job shirt with approved FD logo
2. FD approved belt buckles
3. Approved work jacket

D. Uniform Replacement

The uniform allowance set forth above is intended to compensate employees for the maintenance and replacement of uniforms.

E. Duty Boot Allowance

The City provides one pair of station work safety boots for all employees at time of hire. The City also contributes \$150 toward the purchase of approved wildland firefighting boots. Replacement of approved work safety boots and subsequent contributions toward replacement of approved wildland firefighting boots may be granted at the sole discretion of the Fire Chief or his/her designee.

ARTICLE 7. FRINGE BENEFITS

A. Employee Insurance and Deferred Compensation Plan

Effective July 1, 2015, the City's contribution toward the Employee Insurance and Deferred Compensation Program shall be \$1,100 monthly for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances.

Any unused portion of the above-referenced contribution may be deposited into an ICMA Retirement Corporation 457 Deferred Compensation Plan account or taken as taxable income. Amounts taken as taxable income shall be subject to applicable federal and state wage withholdings. Insurance contributions and amounts taken as taxable income are not reported to CalPERS as they do not qualify as compensation earnable. The total cash out amount is divided between the first two paychecks each month.

B. Retirement

The City contracts with CalPERS to provide for the "3% @ 55" Full and Modified retirement formula.

- Effective July 1, 1991 the CalPERS contract is amended to include Section 20024.2, One-Year Final Compensation.
- Effective July 26, 2004 the CalPERS contract is amended to include the Survivors Continuance Clause, 1959 Level 4 Survivors Benefit (Section 21574 of the California Government Code).
- Each Fire Management pays the full 9% member contribution toward CalPERS, on a pretax basis.

C. Educational Incentive Benefits

All Fire Management who have completed their one-year probationary period with the City will be eligible to participate in the Education Incentive Program. Monthly remuneration (flat rate) is as follows:

	Intermediate Fire Certificate	Advanced Fire Certificate
Chief Officers	\$193	\$275

Effective July 1, 2015:

	Intermediate Fire Certificate	Advanced Fire Certificate
Chief Officers	\$218	\$300

Effective July 1, 2016:

	Intermediate Fire Certificate	Advanced Fire Certificate
Chief Officers	\$243	\$325

Such compensation shall be annualized and equally divided amongst twenty-six (26) pay periods. The intent of the parties is to provide Educational Incentive Benefits in the same manner as provided to members of the City of Colton Firefighters Association applicable on the date this MOU is approved, including the process and procedures referenced in the City of Colton Fire Department Operations Manual, Book 1, Chapter 5, Subject 22, "Education Incentive".

D. Health Club Membership

The City provides LLU Drayson Center memberships so that on-duty personnel may utilize the Center.

E. Tuition Reimbursement Program

Effective July 1, 2015 the City shall reinstate the Tuition Reimbursement Program at \$1,000 per fiscal year maximum, pursuant to the City's Tuition Reimbursement Program Policy.

Effective July 1, 2016 the annual maximum shall increase to \$1,250 for members of the bargaining unit.

ARTICLE 8. HOLIDAYS

A. Holiday Pay

Full time safety employees working twenty-four (24) hour shifts shall receive twelve (12) hours of pay at their 56-hour hourly pay rate for each scheduled holiday and such pay shall be six (6) hours of their 56-hour hourly pay rate for one-half day holidays. The amount of compensation associated with the nine (9) 12-hour and two (2) 6-hour holidays (one hundred twenty [120] 6 hours) shall be equally divided amongst twenty-six (26) pay periods. The other two (2) holidays shall be available for employee use as Floating Holidays.

B. Annual Holidays

The annual holidays shall be:

January 1 - New Year's Day
3rd Monday in January – MLK Day
3rd Monday in February - President's Day
Last Monday in May - Memorial Day
July 4 - Independence Day
1st Monday in September - Labor Day

November 11 - Veterans Day
4th Thursday in November - Thanksgiving Day
December 24 – Christmas Eve (1/2 day or 6 hours)
December 25 – Christmas Day
December 31– New Year's Eve (1/2 day or 6 hours)
Two (2) days selected by the employee – Floating
Holidays, with the approval of the Fire Chief or his/her
designee

ARTICLE 9. LEAVES

A. Paid Leave

Paid Leave is time off with pay for vacation, personal business, short term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted biweekly and is available for use after ninety (90) days of full-time employment. Employees who take paid leave are responsible for securing coverage for the employees' assigned shift(s). This requirement will no longer apply once an automated staffing system is put in place by the City.

1. **Accrual - Fire Management assigned to the 56-hour work schedule**

Full-time safety employees working twenty-four (24) hour shifts shall accrue paid leave in accordance with the following:

Years of Continuous Service	Hours Accrued per Month	Maximum Hours Permitted In Employee's Account
1 Month - 5 years	16	312
6 - 10	21	432
11	22	456
12	23	480
13	24	504
14	25	528
15 +	26	552

2. **Accrual – Fire Management assigned to the 40-hour work schedule**

Years of Continuous Service	Hours Accrued per Month	Maximum Hours Permitted In Employee's Account
1 Month - 5 years	10.67	208
6 – 10	14	288
11	14.66	304
12	15.33	320
13	16	336
14	16.66	352
15 +	17.33	368

Fire Management continue to accrue hours in excess of the “Maximum Hours Permitted in Employee’s Account” for three (3) month periods at the end of which they will be paid at their base hourly rates (56-hour hourly rate for those assigned to the 56-hour work schedule and 40-hour hourly rate for those assigned to the 40-hour work schedule) for any hours in excess of the Maximum.

3. **Paid Leave Usage**

- (a) Employees may not take paid leave during their first three (3) months of service.
- (b) Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular regard for needs of the service.
- (c) Unless otherwise approved by the employee’s supervisor, an employee shall submit a request to take paid leave, for other than their personal illness or injury or illness or injury of the employee’s child,

parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.

(d) With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.

(e) An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

4. Pay for Unused Paid Leave

Upon termination an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

5. Credit for Prior Service

If a person was employed with another government agency immediately prior to his/her appointment to a City position, full or partial credit may be allowed by the City Manager for that service time in establishing the employee's accrual rate.

B. Sick Leave

1. Accrual - Fire Management assigned to the 56-hour work schedule

Full time safety employees working twenty-four (24) hour shifts shall accrue sick leave in accordance with the following:

Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
10	516

2. Accrual – Fire Management assigned to the 40-hour work schedule

Hours Accrued per Month	Maximum Hours Permitted in Employee's Account
7	344

3. Sick Leave Usage

Sick leave may be used by an employee under the following guidelines:

(a) Medical verification may be required for an employee absence beyond 48 hours of sick leave for those assigned to the 56-hour work schedule and beyond 30 hours of sick leave for those assigned to the 40-hour work schedule.

(b) In any given calendar year, an employee may use up to the amount of sick leave accrued in a six-month period to attend to an illness of a child, parent, spouse, or domestic partner of the employee.

(c) If leave abuse is suspected, then the City reserves the right to request medical verification for any absence.

4. Pay for Unused Sick Leave

(a) Annually

1. For those assigned to the 56-hour work schedule - an employee who has in excess of 516 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 120 hours of unused sick leave in excess of the 516 hours.

2. For those assigned to the 40-hour work schedule – an employee who has in excess of 344 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 84 hours of unused sick leave in excess of the 344 hours.(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours of any excess over 516 hours. Those working a 40-hour work schedule will be paid for one-third (1/3) of unused sick leave up to 344 hours and for no more than 84 hours of excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours of any excess over 516 hours. Those working a 40-hour work schedule will be paid for one-third (1/3) of unused sick leave up to 344 hours and for no more than 84 hours of excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

COMPENSATION PLAN
 FIRE MANAGEMENT EMPLOYEES
 JULY 1, 2015

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIRE BATTALION CHIEF	FIRE 12	\$96,601.29	\$126,447.93
FIRE DIVISION CHIEF	FIRE 14	\$106,502.92	\$139,408.83
FIRE CHIEF	33	\$138,867.69	\$186,206.76

COMPENSATION PLAN
 FIRE MANAGEMENT EMPLOYEES
 JULY 1, 2016

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIRE BATTALION CHIEF	FIRE 12	\$98,533.31	\$128,976.89
FIRE DIVISION CHIEF	FIRE 14	\$108,632.98	\$142,197.01
FIRE CHIEF	33	\$141,645.04	\$189,930.89

**CITY OF LOMA LINDA
COMPENSATION PLAN
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2015-2016**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
STUDENT INTERN	12	\$13.26/hourly	\$16.47/hourly
ADMINISTRATIVE SPECIALIST I	13	\$29,793.81	\$39,950.32
ACCOUNTING TECHNICIAN I	14	\$32,177.32	\$43,146.36
ADMINISTRATIVE SPECIALIST II	14	\$32,177.32	\$43,146.36
FIELD MAINTENANCE TECH I	15	\$34,751.51	\$46,598.06
UTILITIES AIDE	15	\$34,751.51	\$46,598.06
ACCOUNTING TECHNICIAN II	16	\$37,531.63	\$50,325.91
PARKING CONTROL OFFICER-SPECIAL EVENTS COORDINATOR	16	\$37,531.63	\$50,325.91
UTILITIES MAINTENANCE TECH I	16	\$37,531.63	\$50,325.91
ACCOUNTING SPECIALIST	17	\$40,534.16	\$54,352.00
ADMINISTRATIVE SPECIALIST III	17	\$40,534.16	\$54,352.00
TREATMENT PLANT OPERATOR I	17	\$40,534.16	\$54,352.00
CUSTOMER SERVICE/METER TECH	18	\$43,776.89	\$58,700.13
FIELD MAINTENANCE TECH II	18	\$43,776.89	\$58,700.13
STORMWATER INSPECTOR	18	\$43,776.89	\$58,700.13
CODE COMPLIANCE/ANIMAL CONTROL OFFICER	18	\$43,776.89	\$58,700.13
ENGINEERING TECHNICIAN	19	\$47,279.04	\$63,396.15
EXECUTIVE AIDE	19	\$47,279.04	\$63,396.15
FACILITY MAINTENANCE COORDINATOR	19	\$47,279.04	\$63,396.15
FIELD MAINTENANCE TECH III	19	\$47,279.04	\$63,396.15
LEAD MECHANIC/FLEET SVCS COORDINATOR	19	\$47,279.04	\$63,396.15
PLANNING TECHNICIAN	19	\$47,279.04	\$63,396.15
SUPERVISING ACCOUNTING TECHNICIAN	19	\$47,279.04	\$63,396.15
TREATMENT PLANT OPERATOR II	19	\$47,279.04	\$63,396.15
UTILITIES MAINTENANCE TECH II	19	\$47,279.04	\$63,396.15
ASSISTANT PLANNER	20	\$51,061.36	\$68,467.85
EXECUTIVE ASSISTANT	20	\$51,061.36	\$68,467.85
HUMAN RESOURCES ANALYST-DEPUTY CITY CLERK	20	\$51,061.36	\$68,467.85
INFORMATION SYSTEMS ANALYST I	20	\$51,061.36	\$68,467.85
SENIOR CODE ENFORCEMENT OFFICER	20	\$51,061.36	\$68,467.85
TREATMENT PLANT OPERATOR III	20	\$51,061.36	\$68,467.85
UTILITIES MAINTENANCE TECH III	20	\$51,061.36	\$68,467.85
ASSOCIATE PLANNER	21	\$55,146.27	\$73,945.26
FIRE PREVENTION INSPECTOR	21	\$55,146.27	\$73,945.26
INFORMATION SYSTEMS ANALYST II	21	\$55,146.27	\$73,945.26
SENIOR CENTER MANAGER (P/T)	21	\$26.51/hourly	\$35.55/hourly
INFORMATION SYSTEMS ANALYST III	22	\$59,557.97	\$79,860.88

**CITY OF LOMA LINDA
COMPENSATION PLAN
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2015-2016**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
EMERGENCY SERVICES COORDINATOR	22	\$59,557.97	\$79,860.88
COMMUNICATIONS INFRASTRUCTURE INSPECTOR	23	\$64,322.61	\$86,249.75
ACCOUNTING MANAGER	24	\$69,468.42	\$93,149.75
FIELD SERVICES SUPERINTENDENT	25	\$75,025.89	\$100,601.70
INFORMATION SYSTEMS ANALYST IV	25	\$75,025.89	\$100,601.70
SENIOR PLANNER	25	\$75,025.89	\$100,601.70
UTILITY SERVICES SUPERINTENDENT	25	\$75,025.89	\$100,601.70
ASSOCIATE ENGINEER	26	\$81,027.96	\$108,649.86
CITY CLERK-AGENCY SECRETARY-HOUSING COORDINATOR	27	\$87,510.20	\$117,341.85
ASSISTANT CITY MANAGER	30	\$110,237.65	\$147,816.93
COMMUNITY DEVELOPMENT DIRECTOR	30	\$110,237.65	\$147,816.93
FINANCE DIRECTOR	30	\$110,237.65	\$147,816.93
PUBLIC WORKS DIRECTOR/CITY ENGINEER	31	\$119,056.66	\$159,642.28
FIRE CHIEF	33	\$138,867.69	\$186,206.76
CITY MANAGER	Contract		\$200,000.00
CITY COUNCIL	LLMC 2.12.020		\$711.13/monthly

CITY OF LOMA LINDA
SALARY SCHEDULE
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2015-2016

	GRADE	MIN/STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Annual Monthly Bi-weekly Hourly	11	\$25,543.39	\$26,820.56	\$28,161.59	\$29,569.67	\$31,048.15	\$32,600.56	\$33,415.57	\$34,250.96
		\$2,128.62	\$2,235.05	\$2,346.80	\$2,464.14	\$2,587.35	\$2,716.71	\$2,784.63	\$2,854.25
		\$982.44	\$1,031.56	\$1,083.14	\$1,137.30	\$1,194.16	\$1,253.87	\$1,285.21	\$1,317.34
		\$12.28	\$12.89	\$13.54	\$14.22	\$14.93	\$15.67	\$16.07	\$16.47
Annual Monthly Bi-weekly Hourly	12	\$27,586.86	\$28,966.20	\$30,414.51	\$31,935.24	\$33,532.00	\$35,208.60	\$36,088.82	\$36,991.04
		\$2,298.91	\$2,413.85	\$2,534.54	\$2,661.27	\$2,794.33	\$2,934.05	\$3,007.40	\$3,082.59
		\$1,061.03	\$1,114.08	\$1,169.79	\$1,228.28	\$1,289.69	\$1,354.18	\$1,388.03	\$1,422.73
		\$13.26	\$13.93	\$14.62	\$15.35	\$16.12	\$16.93	\$17.35	\$17.78
Annual Monthly Bi-weekly Hourly	13	\$29,793.81	\$31,283.50	\$32,847.68	\$34,490.06	\$36,214.56	\$38,025.29	\$38,975.92	\$39,950.32
		\$2,482.82	\$2,606.96	\$2,737.31	\$2,874.17	\$3,017.88	\$3,168.77	\$3,247.99	\$3,329.19
		\$1,145.92	\$1,203.21	\$1,263.37	\$1,326.54	\$1,392.87	\$1,462.51	\$1,499.07	\$1,536.55
		\$14.32	\$15.04	\$15.79	\$16.58	\$17.41	\$18.28	\$18.74	\$19.21
Annual Monthly Bi-weekly Hourly	14	\$32,177.32	\$33,786.19	\$35,475.50	\$37,249.28	\$39,111.74	\$41,067.33	\$42,094.01	\$43,146.36
		\$2,681.44	\$2,815.52	\$2,956.29	\$3,104.11	\$3,259.31	\$3,422.28	\$3,507.83	\$3,595.53
		\$1,237.59	\$1,299.47	\$1,364.44	\$1,432.66	\$1,504.30	\$1,579.51	\$1,619.00	\$1,659.48
		\$15.47	\$16.24	\$17.06	\$17.91	\$18.80	\$19.74	\$20.24	\$20.74
Annual Monthly Bi-weekly Hourly	15	\$34,751.51	\$36,489.08	\$38,313.53	\$40,229.21	\$42,240.67	\$44,352.70	\$45,461.52	\$46,598.06
		\$2,895.96	\$3,040.76	\$3,192.79	\$3,352.43	\$3,520.06	\$3,696.06	\$3,788.46	\$3,883.17
		\$1,336.60	\$1,403.43	\$1,473.60	\$1,547.28	\$1,624.64	\$1,705.87	\$1,748.52	\$1,792.23
		\$16.71	\$17.54	\$18.42	\$19.34	\$20.31	\$21.32	\$21.86	\$22.40
Annual Monthly Bi-weekly Hourly	16	\$37,531.63	\$39,408.21	\$41,378.62	\$43,447.55	\$45,619.93	\$47,900.93	\$49,098.45	\$50,325.91
		\$3,127.64	\$3,284.02	\$3,448.22	\$3,620.63	\$3,801.66	\$3,991.74	\$4,091.54	\$4,193.83
		\$1,443.52	\$1,515.70	\$1,591.49	\$1,671.06	\$1,754.61	\$1,842.34	\$1,888.40	\$1,935.61
		\$18.04	\$18.95	\$19.89	\$20.89	\$21.93	\$23.03	\$23.61	\$24.20
Annual Monthly Bi-weekly Hourly	17	\$40,534.16	\$42,560.87	\$44,688.91	\$46,923.36	\$49,269.53	\$51,733.01	\$53,026.34	\$54,352.00
		\$3,377.85	\$3,546.74	\$3,724.08	\$3,910.28	\$4,105.79	\$4,311.08	\$4,418.86	\$4,529.33
		\$1,559.01	\$1,636.96	\$1,718.80	\$1,804.74	\$1,894.98	\$1,989.73	\$2,039.47	\$2,090.46
		\$19.49	\$20.46	\$21.49	\$22.56	\$23.69	\$24.87	\$25.49	\$26.13
Annual Monthly Bi-weekly Hourly	18	\$43,776.89	\$45,965.73	\$48,264.02	\$50,677.22	\$53,211.08	\$55,871.63	\$57,268.42	\$58,700.13
		\$3,648.07	\$3,830.48	\$4,022.00	\$4,223.10	\$4,434.26	\$4,655.97	\$4,772.37	\$4,891.68
		\$1,683.73	\$1,767.91	\$1,856.31	\$1,949.12	\$2,046.58	\$2,148.91	\$2,202.63	\$2,257.70
		\$21.05	\$22.10	\$23.20	\$24.36	\$25.58	\$26.86	\$27.53	\$28.22
Annual Monthly Bi-weekly Hourly	19	\$47,279.04	\$49,642.99	\$52,125.14	\$54,731.40	\$57,467.97	\$60,341.37	\$61,849.90	\$63,396.15
		\$3,939.92	\$4,136.92	\$4,343.76	\$4,560.95	\$4,789.00	\$5,028.45	\$5,154.16	\$5,283.01
		\$1,818.42	\$1,909.35	\$2,004.81	\$2,105.05	\$2,210.31	\$2,320.82	\$2,378.84	\$2,438.31
		\$22.73	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01	\$29.74	\$30.48
Annual Monthly Bi-weekly Hourly	20	\$51,061.36	\$53,614.43	\$56,295.15	\$59,109.91	\$62,065.41	\$65,168.68	\$66,797.90	\$68,467.85
		\$4,255.11	\$4,467.87	\$4,691.26	\$4,925.83	\$5,172.12	\$5,430.72	\$5,566.49	\$5,705.65
		\$1,963.90	\$2,062.09	\$2,165.20	\$2,273.46	\$2,387.13	\$2,506.49	\$2,569.15	\$2,633.38
		\$24.55	\$25.78	\$27.06	\$28.42	\$29.84	\$31.33	\$32.11	\$32.92
Annual Monthly Bi-weekly Hourly	21	\$55,146.27	\$57,903.58	\$60,798.76	\$63,838.70	\$67,030.64	\$70,382.17	\$72,141.72	\$73,945.26
		\$4,595.52	\$4,825.30	\$5,066.56	\$5,319.89	\$5,585.89	\$5,865.18	\$6,011.81	\$6,162.11
		\$2,121.01	\$2,227.06	\$2,338.41	\$2,455.33	\$2,578.10	\$2,707.01	\$2,774.68	\$2,844.05
		\$26.51	\$27.84	\$29.23	\$30.69	\$32.23	\$33.84	\$34.68	\$35.55
Annual Monthly Bi-weekly Hourly	22	\$59,557.97	\$62,535.87	\$65,662.66	\$68,945.79	\$72,393.08	\$76,012.73	\$77,913.05	\$79,860.88
		\$4,963.16	\$5,211.32	\$5,471.89	\$5,745.48	\$6,032.76	\$6,334.39	\$6,492.75	\$6,655.07
		\$2,290.69	\$2,405.23	\$2,525.49	\$2,651.76	\$2,784.35	\$2,923.57	\$2,996.66	\$3,071.57
		\$28.63	\$30.07	\$31.57	\$33.15	\$34.80	\$36.54	\$37.46	\$38.39
Annual Monthly Bi-weekly Hourly	23	\$64,322.61	\$67,538.74	\$70,915.68	\$74,461.46	\$78,184.53	\$82,093.76	\$84,146.10	\$86,249.75
		\$5,360.22	\$5,628.23	\$5,909.64	\$6,205.12	\$6,515.38	\$6,841.15	\$7,012.18	\$7,187.48
		\$2,473.95	\$2,597.64	\$2,727.53	\$2,863.90	\$3,007.10	\$3,157.45	\$3,236.39	\$3,317.30
		\$30.92	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$40.45	\$41.47

CITY OF LOMA LINDA
SALARY SCHEDULE
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2015-2016

Annual Monthly Bi-weekly Hourly	24	\$69,468.42	\$72,941.84	\$76,588.93	\$80,418.38	\$84,439.30	\$88,661.27	\$90,877.80	\$93,149.75
		\$5,789.04	\$6,078.49	\$6,382.41	\$6,701.53	\$7,036.61	\$7,388.44	\$7,573.15	\$7,762.48
		\$2,671.86	\$2,805.46	\$2,945.73	\$3,093.01	\$3,247.67	\$3,410.05	\$3,495.30	\$3,582.68
		\$33.40	\$35.07	\$36.82	\$38.66	\$40.60	\$42.63	\$43.69	\$44.78
Annual Monthly Bi-weekly Hourly	25	\$75,025.89	\$78,777.18	\$82,716.04	\$86,851.84	\$91,194.43	\$95,754.15	\$98,148.00	\$100,601.70
		\$6,252.16	\$6,564.77	\$6,893.00	\$7,237.65	\$7,599.54	\$7,979.51	\$8,179.00	\$8,383.48
		\$2,885.61	\$3,029.89	\$3,181.39	\$3,340.46	\$3,507.48	\$3,682.85	\$3,774.92	\$3,869.30
		\$36.07	\$37.87	\$39.77	\$41.76	\$43.84	\$46.04	\$47.19	\$48.37
Annual Monthly Bi-weekly Hourly	26	\$81,027.96	\$85,079.36	\$89,333.33	\$93,800.00	\$98,490.00	\$103,414.50	\$105,999.86	\$108,649.86
		\$6,752.33	\$7,089.95	\$7,444.44	\$7,816.67	\$8,207.50	\$8,617.88	\$8,833.32	\$9,054.16
		\$3,116.46	\$3,272.28	\$3,435.90	\$3,607.69	\$3,788.08	\$3,977.48	\$4,076.92	\$4,178.84
		\$38.96	\$40.90	\$42.95	\$45.10	\$47.35	\$49.72	\$50.96	\$52.24
Annual Monthly Bi-weekly Hourly	27	\$87,510.20	\$91,885.71	\$96,480.00	\$101,304.00	\$106,369.20	\$111,687.66	\$114,479.85	\$117,341.85
		\$7,292.52	\$7,657.14	\$8,040.00	\$8,442.00	\$8,864.10	\$9,307.31	\$9,539.99	\$9,778.49
		\$3,365.78	\$3,534.07	\$3,710.77	\$3,896.31	\$4,091.12	\$4,295.68	\$4,403.07	\$4,513.15
		\$42.07	\$44.18	\$46.38	\$48.70	\$51.14	\$53.70	\$55.04	\$56.41
Annual Monthly Bi-weekly Hourly	28	\$94,511.02	\$99,236.57	\$104,198.40	\$109,408.32	\$114,878.74	\$120,622.68	\$123,638.25	\$126,729.21
		\$7,875.92	\$8,269.71	\$8,683.20	\$9,117.36	\$9,573.23	\$10,051.89	\$10,303.19	\$10,560.77
		\$3,635.04	\$3,816.79	\$4,007.63	\$4,208.01	\$4,418.41	\$4,639.33	\$4,755.32	\$4,874.20
		\$45.44	\$47.71	\$50.10	\$52.60	\$55.23	\$57.99	\$59.44	\$60.93
Annual Monthly Bi-weekly Hourly	29	\$102,071.90	\$107,175.50	\$112,534.28	\$118,160.99	\$124,069.04	\$130,272.49	\$133,529.30	\$136,867.53
		\$8,505.99	\$8,931.29	\$9,377.86	\$9,846.75	\$10,339.09	\$10,856.04	\$11,127.44	\$11,405.63
		\$3,925.84	\$4,122.13	\$4,328.24	\$4,544.65	\$4,771.89	\$5,010.48	\$5,135.74	\$5,264.14
		\$49.07	\$51.53	\$54.10	\$56.81	\$59.65	\$62.63	\$64.20	\$65.80
Annual Monthly Bi-weekly Hourly	30	\$110,237.65	\$115,749.53	\$121,537.01	\$127,613.86	\$133,994.55	\$140,694.28	\$144,211.64	\$147,816.93
		\$9,186.47	\$9,645.79	\$10,128.08	\$10,634.49	\$11,166.21	\$11,724.52	\$12,017.64	\$12,318.08
		\$4,239.91	\$4,451.91	\$4,674.50	\$4,908.23	\$5,153.64	\$5,411.32	\$5,546.60	\$5,685.27
		\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$67.64	\$69.33	\$71.07
Annual Monthly Bi-weekly Hourly	31	\$119,056.66	\$125,009.49	\$131,259.96	\$137,822.96	\$144,714.11	\$151,949.82	\$155,748.57	\$159,642.28
		\$9,921.39	\$10,417.46	\$10,938.33	\$11,485.25	\$12,059.51	\$12,662.49	\$12,979.05	\$13,303.52
		\$4,579.10	\$4,808.06	\$5,048.46	\$5,300.88	\$5,565.93	\$5,844.22	\$5,990.33	\$6,140.09
		\$57.24	\$60.10	\$63.11	\$66.26	\$69.57	\$73.05	\$74.88	\$76.75
Annual Monthly Bi-weekly Hourly	32	\$128,581.19	\$135,010.25	\$141,760.76	\$148,848.80	\$156,291.24	\$164,105.80	\$168,208.45	\$172,413.66
		\$10,715.10	\$11,250.85	\$11,813.40	\$12,404.07	\$13,024.27	\$13,675.48	\$14,017.37	\$14,367.81
		\$4,945.43	\$5,192.70	\$5,452.34	\$5,724.95	\$6,011.20	\$6,311.76	\$6,469.56	\$6,631.29
		\$61.82	\$64.91	\$68.15	\$71.56	\$75.14	\$78.90	\$80.87	\$82.89
Monthly Bi-weekly Hourly Hourly	33	\$138,867.69	\$145,811.07	\$153,101.62	\$160,756.70	\$168,794.54	\$177,234.27	\$181,665.13	\$186,206.76
		\$11,572.31	\$12,150.92	\$12,758.47	\$13,396.39	\$14,066.21	\$14,769.52	\$15,138.76	\$15,517.23
		\$5,341.07	\$5,608.12	\$5,888.52	\$6,182.95	\$6,492.10	\$6,816.70	\$6,987.12	\$7,161.80
		\$66.76	\$70.10	\$73.61	\$77.29	\$81.15	\$85.21	\$87.34	\$89.52
Annual Monthly Bi-weekly Hourly	34	\$149,977.11	\$157,475.97	\$165,349.77	\$173,617.26	\$182,298.12	\$191,413.03	\$196,198.36	\$201,103.32
		\$12,498.09	\$13,123.00	\$13,779.15	\$14,468.11	\$15,191.51	\$15,951.09	\$16,349.86	\$16,758.61
		\$5,768.35	\$6,056.77	\$6,359.61	\$6,677.59	\$7,011.47	\$7,362.04	\$7,546.09	\$7,734.74
		\$72.10	\$75.71	\$79.50	\$83.47	\$87.64	\$92.03	\$94.33	\$96.68

City Manager contract salary \$200,000.00

28.00%	SPREAD MIN TO MAX	STEP 7 after 3 years at Step 6	2.50%
8.00%	SPREAD BETWEEN GRADES	STEP 8 after 3 years at Step 7	2.50%
5.00%	SPREAD BETWEEN STEPS 1 - 6		

ADOPTED

**CITY OF LOMA LINDA
COMPENSATION PLAN
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2016-2017**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
STUDENT INTERN	12	\$13.26/hourly	\$16.47/hourly
ADMINISTRATIVE SPECIALIST I	13	\$30,538.67	\$40,949.10
ACCOUNTING TECHNICIAN I	14	\$32,981.76	\$44,225.03
ADMINISTRATIVE SPECIALIST II	14	\$32,981.76	\$44,225.03
FIELD MAINTENANCE TECH I	15	\$35,620.30	\$47,763.03
UTILITIES AIDE	15	\$35,620.30	\$47,763.03
ACCOUNTING TECHNICIAN II	16	\$38,469.92	\$51,584.06
PARKING CONTROL OFFICER-SPECIAL EVENTS COORDINATOR	16	\$38,469.92	\$51,584.06
UTILITIES MAINTENANCE TECH I	16	\$38,469.92	\$51,584.06
ACCOUNTING SPECIALIST	17	\$41,547.51	\$55,710.78
ADMINISTRATIVE SPECIALIST III	17	\$41,547.51	\$55,710.78
TREATMENT PLANT OPERATOR I	17	\$41,547.51	\$55,710.78
CUSTOMER SERVICE/METER TECH	18	\$44,871.31	\$60,167.64
FIELD MAINTENANCE TECH II	18	\$44,871.31	\$60,167.64
STORMWATER INSPECTOR	18	\$44,871.31	\$60,167.64
CODE COMPLIANCE/ANIMAL CONTROL OFFICER	18	\$44,871.31	\$60,167.64
ENGINEERING TECHNICIAN	19	\$48,461.01	\$64,981.03
EXECUTIVE AIDE	19	\$48,461.01	\$64,981.03
FACILITY MAINTENANCE COORDINATOR	19	\$48,461.01	\$64,981.03
FIELD MAINTENANCE TECH III	19	\$48,461.01	\$64,981.03
LEAD MECHANIC/FLEET SVCS COORDINATOR	19	\$48,461.01	\$64,981.03
PLANNING TECHNICIAN	19	\$48,461.01	\$64,981.03
SUPERVISING ACCOUNTING TECHNICIAN	19	\$48,461.01	\$64,981.03
TREATMENT PLANT OPERATOR II	19	\$48,461.01	\$64,981.03
UTILITIES MAINTENANCE TECH II	19	\$56,524.92	\$64,981.03
ASSISTANT PLANNER	20	\$52,337.89	\$70,179.53
EXECUTIVE ASSISTANT	20	\$52,337.89	\$70,179.53
HUMAN RESOURCES ANALYST-DEPUTY CITY CLERK	20	\$52,337.89	\$70,179.53
INFORMATION SYSTEMS ANALYST I	20	\$52,337.89	\$70,179.53
SENIOR CODE ENFORCEMENT OFFICER	20	\$52,337.89	\$70,179.53
TREATMENT PLANT OPERATOR III	20	\$52,337.89	\$70,179.53
UTILITIES MAINTENANCE TECH III	20	\$52,337.89	\$70,179.53
ASSOCIATE PLANNER	21	\$56,524.92	\$75,793.89
FIRE PREVENTION INSPECTOR	21	\$56,524.92	\$6,316.16
INFORMATION SYSTEMS ANALYST II	21	\$56,524.92	\$2,915.15
SENIOR CENTER MANAGER (P/T)	21	\$27.18/hourly	\$36.44/hourly
INFORMATION SYSTEMS ANALYST III	22	\$61,046.91	\$81,857.40

**CITY OF LOMA LINDA
COMPENSATION PLAN
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2016-2017**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
EMERGENCY SERVICES COORDINATOR	22	\$61,046.91	\$81,857.40
COMMUNICATIONS INFRASTRUCTURE INSPECTOR	23	\$65,930.66	\$88,405.98
ACCOUNTING MANAGER	24	\$71,205.11	\$95,478.45
FIELD SERVICES SUPERINTENDENT	25	\$71,205.11	\$103,116.74
INFORMATION SYSTEMS ANALYST IV	25	\$71,205.11	\$103,116.74
SENIOR PLANNER	25	\$71,205.11	\$103,116.74
UTILITY SERVICES SUPERINTENDENT	25	\$71,205.11	\$103,116.74
ASSOCIATE ENGINEER	26	\$83,053.64	\$111,366.08
CITY CLERK-AGENCY SECRETARY-HOUSING COORDINATOR	27	\$89,697.93	\$120,275.37
ASSISTANT CITY MANAGER	30	\$112,993.55	\$151,512.30
COMMUNITY DEVELOPMENT DIRECTOR	30	\$112,993.55	\$151,512.30
FINANCE DIRECTOR	30	\$112,993.55	\$151,512.30
PUBLIC WORKS DIRECTOR/CITY ENGINEER	31	\$122,033.03	\$163,633.27
FIRE CHIEF	33	\$142,339.32	\$190,861.86
CITY MANAGER	Contract		\$200,000.00
CITY COUNCIL	LLMC 2.12.020		\$711.13/monthly

CITY OF LOMA LINDA
SALARY SCHEDULE
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2016-2017

	GRADE	MIN/STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Annual Monthly Bi-weekly Hourly	11	\$26,181.99	\$27,491.09	\$28,865.64	\$30,308.92	\$31,824.37	\$33,415.59	\$34,250.98	\$35,107.25
		\$2,181.83	\$2,290.92	\$2,405.47	\$2,525.74	\$2,652.03	\$2,784.63	\$2,854.25	\$2,925.60
		\$1,007.00	\$1,057.35	\$1,110.22	\$1,165.73	\$1,224.01	\$1,285.22	\$1,317.35	\$1,350.28
		\$12.59	\$13.22	\$13.88	\$14.57	\$15.30	\$16.07	\$16.47	\$16.88
Annual Monthly Bi-weekly Hourly	12	\$28,276.55	\$29,690.38	\$31,174.90	\$32,733.65	\$34,370.33	\$36,088.85	\$36,991.07	\$37,915.85
		\$2,356.38	\$2,474.20	\$2,597.91	\$2,727.80	\$2,864.19	\$3,007.40	\$3,082.59	\$3,159.65
		\$1,087.56	\$1,141.94	\$1,199.03	\$1,258.99	\$1,321.94	\$1,388.03	\$1,422.73	\$1,458.30
		\$13.59	\$14.27	\$14.99	\$15.74	\$16.52	\$17.35	\$17.78	\$18.23
Annual Monthly Bi-weekly Hourly	13	\$30,538.67	\$32,065.60	\$33,668.88	\$35,352.32	\$37,119.94	\$38,975.94	\$39,950.34	\$40,949.10
		\$2,544.89	\$2,672.13	\$2,805.74	\$2,946.03	\$3,093.33	\$3,248.00	\$3,329.20	\$3,412.43
		\$1,174.56	\$1,233.29	\$1,294.96	\$1,359.70	\$1,427.69	\$1,499.07	\$1,536.55	\$1,574.97
		\$14.68	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.21	\$19.69
Annual Monthly Bi-weekly Hourly	14	\$32,981.76	\$34,630.85	\$36,362.39	\$38,180.51	\$40,089.54	\$42,094.02	\$43,146.37	\$44,225.03
		\$2,748.48	\$2,885.90	\$3,030.20	\$3,181.71	\$3,340.80	\$3,507.84	\$3,595.53	\$3,685.42
		\$1,268.53	\$1,331.96	\$1,398.55	\$1,468.48	\$1,541.91	\$1,619.00	\$1,659.48	\$1,700.96
		\$15.86	\$16.65	\$17.48	\$18.36	\$19.27	\$20.24	\$20.74	\$21.26
Annual Monthly Bi-weekly Hourly	15	\$35,620.30	\$37,401.31	\$39,271.38	\$41,234.95	\$43,296.70	\$45,461.54	\$46,598.08	\$47,763.03
		\$2,968.36	\$3,116.78	\$3,272.62	\$3,436.25	\$3,608.06	\$3,788.46	\$3,883.17	\$3,980.25
		\$1,370.01	\$1,438.51	\$1,510.44	\$1,585.96	\$1,665.26	\$1,748.52	\$1,792.23	\$1,837.04
		\$17.13	\$17.98	\$18.88	\$19.82	\$20.82	\$21.86	\$22.40	\$22.96
Annual Monthly Bi-weekly Hourly	16	\$38,469.92	\$40,393.42	\$42,413.09	\$44,533.74	\$46,760.43	\$49,098.45	\$50,325.91	\$51,584.06
		\$3,205.83	\$3,366.12	\$3,534.42	\$3,711.15	\$3,896.70	\$4,091.54	\$4,193.83	\$4,298.67
		\$1,479.61	\$1,553.59	\$1,631.27	\$1,712.84	\$1,798.48	\$1,888.40	\$1,935.61	\$1,984.00
		\$18.50	\$19.42	\$20.39	\$21.41	\$22.48	\$23.61	\$24.20	\$24.80
Annual Monthly Bi-weekly Hourly	17	\$41,547.51	\$43,624.89	\$45,806.13	\$48,096.44	\$50,501.26	\$53,026.32	\$54,351.98	\$55,710.78
		\$3,462.29	\$3,635.41	\$3,817.18	\$4,008.04	\$4,208.44	\$4,418.86	\$4,529.33	\$4,642.57
		\$1,597.98	\$1,677.88	\$1,761.77	\$1,849.86	\$1,942.36	\$2,039.47	\$2,090.46	\$2,142.72
		\$19.97	\$20.97	\$22.02	\$23.12	\$24.28	\$25.49	\$26.13	\$26.78
Annual Monthly Bi-weekly Hourly	18	\$44,871.31	\$47,114.88	\$49,470.62	\$51,944.15	\$54,541.36	\$57,268.43	\$58,700.14	\$60,167.64
		\$3,739.28	\$3,926.24	\$4,122.55	\$4,328.68	\$4,545.11	\$4,772.37	\$4,891.68	\$5,013.97
		\$1,725.82	\$1,812.11	\$1,902.72	\$1,997.85	\$2,097.74	\$2,202.63	\$2,257.70	\$2,314.14
		\$21.57	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53	\$28.22	\$28.93
Annual Monthly Bi-weekly Hourly	19	\$48,461.01	\$50,884.06	\$53,428.26	\$56,099.67	\$58,904.65	\$61,849.88	\$63,396.13	\$64,981.03
		\$4,038.42	\$4,240.34	\$4,452.36	\$4,674.97	\$4,908.72	\$5,154.16	\$5,283.01	\$5,415.09
		\$1,863.89	\$1,957.08	\$2,054.93	\$2,157.68	\$2,265.56	\$2,378.84	\$2,438.31	\$2,499.27
		\$23.30	\$24.46	\$25.69	\$26.97	\$28.32	\$29.74	\$30.48	\$31.24
Annual Monthly Bi-weekly Hourly	20	\$52,337.89	\$54,954.78	\$57,702.52	\$60,587.65	\$63,617.03	\$66,797.88	\$68,467.83	\$70,179.53
		\$4,361.49	\$4,579.57	\$4,808.54	\$5,048.97	\$5,301.42	\$5,566.49	\$5,705.65	\$5,848.29
		\$2,013.00	\$2,113.65	\$2,219.33	\$2,330.29	\$2,446.81	\$2,569.15	\$2,633.38	\$2,699.21
		\$25.16	\$26.42	\$27.74	\$29.13	\$30.59	\$32.11	\$32.92	\$33.74
Annual Monthly Bi-weekly Hourly	21	\$56,524.92	\$59,351.17	\$62,318.73	\$65,434.67	\$68,706.40	\$72,141.72	\$73,945.26	\$75,793.89
		\$4,710.41	\$4,945.93	\$5,193.23	\$5,452.89	\$5,725.53	\$6,011.81	\$6,162.11	\$6,316.16
		\$2,174.04	\$2,282.74	\$2,396.87	\$2,516.72	\$2,642.55	\$2,774.68	\$2,844.05	\$2,915.15
		\$27.18	\$28.53	\$29.96	\$31.46	\$33.03	\$34.68	\$35.55	\$36.44
Annual Monthly Bi-weekly Hourly	22	\$61,046.91	\$64,099.26	\$67,304.22	\$70,669.43	\$74,202.90	\$77,913.05	\$79,860.88	\$81,857.40
		\$5,087.24	\$5,341.61	\$5,608.69	\$5,889.12	\$6,183.58	\$6,492.75	\$6,655.07	\$6,821.45
		\$2,347.96	\$2,465.36	\$2,588.62	\$2,718.06	\$2,853.96	\$2,996.66	\$3,071.57	\$3,148.36
		\$29.35	\$30.82	\$32.36	\$33.98	\$35.67	\$37.46	\$38.39	\$39.35
Annual Monthly Bi-weekly Hourly	23	\$65,930.66	\$69,227.19	\$72,688.55	\$76,322.98	\$80,139.13	\$84,146.09	\$86,249.74	\$88,405.98
		\$5,494.22	\$5,768.93	\$6,057.38	\$6,360.25	\$6,678.26	\$7,012.17	\$7,187.48	\$7,367.17
		\$2,535.79	\$2,662.58	\$2,795.71	\$2,935.50	\$3,082.27	\$3,236.39	\$3,317.30	\$3,400.23
		\$31.70	\$33.28	\$34.95	\$36.69	\$38.53	\$40.45	\$41.47	\$42.50

CITY OF LOMA LINDA
SALARY SCHEDULE
MISCELLANEOUS EMPLOYEES
FISCAL YEAR 2016-2017

Annual Monthly Bi-weekly Hourly	24	\$71,205.11	\$74,765.37	\$78,503.64	\$82,428.82	\$86,550.26	\$90,877.77	\$93,149.71	\$95,478.45
		\$5,933.76	\$6,230.45	\$6,541.97	\$6,869.07	\$7,212.52	\$7,573.15	\$7,762.48	\$7,956.54
		\$2,738.66	\$2,875.59	\$3,019.37	\$3,170.34	\$3,328.86	\$3,495.30	\$3,582.68	\$3,672.25
		\$34.23	\$35.94	\$37.74	\$39.63	\$41.61	\$43.69	\$44.78	\$45.90
Annual Monthly Bi-weekly Hourly	25	\$76,901.52	\$80,746.60	\$84,783.93	\$89,023.13	\$93,474.29	\$98,148.00	\$100,601.70	\$103,116.74
		\$6,408.46	\$6,728.88	\$7,065.33	\$7,418.59	\$7,789.52	\$8,179.00	\$8,383.48	\$8,593.06
		\$2,957.75	\$3,105.64	\$3,260.92	\$3,423.97	\$3,595.17	\$3,774.92	\$3,869.30	\$3,966.03
		\$36.97	\$38.82	\$40.76	\$42.80	\$44.94	\$47.19	\$48.37	\$49.58
Annual Monthly Bi-weekly Hourly	26	\$83,053.64	\$87,206.32	\$91,566.64	\$96,144.97	\$100,952.22	\$105,999.83	\$108,649.83	\$111,366.08
		\$6,921.14	\$7,267.19	\$7,630.55	\$8,012.08	\$8,412.69	\$8,833.32	\$9,054.15	\$9,280.51
		\$3,194.37	\$3,354.09	\$3,521.79	\$3,697.88	\$3,882.78	\$4,076.92	\$4,178.84	\$4,283.31
		\$39.93	\$41.93	\$44.02	\$46.22	\$48.53	\$50.96	\$52.24	\$53.54
Annual Monthly Bi-weekly Hourly	27	\$89,697.93	\$94,182.83	\$98,891.97	\$103,836.57	\$109,028.40	\$114,479.82	\$117,341.82	\$120,275.37
		\$7,474.83	\$7,848.57	\$8,241.00	\$8,653.05	\$9,085.70	\$9,539.99	\$9,778.49	\$10,022.95
		\$3,449.92	\$3,622.42	\$3,803.54	\$3,993.71	\$4,193.40	\$4,403.07	\$4,513.15	\$4,625.98
		\$43.12	\$45.28	\$47.54	\$49.92	\$52.42	\$55.04	\$56.41	\$57.82
Annual Monthly Bi-weekly Hourly	28	\$96,873.76	\$101,717.45	\$106,803.32	\$112,143.49	\$117,750.66	\$123,638.19	\$126,729.14	\$129,897.37
		\$8,072.81	\$8,476.45	\$8,900.28	\$9,345.29	\$9,812.56	\$10,303.18	\$10,560.76	\$10,824.78
		\$3,725.91	\$3,912.21	\$4,107.82	\$4,313.21	\$4,528.87	\$4,755.32	\$4,874.20	\$4,996.05
		\$46.57	\$48.90	\$51.35	\$53.92	\$56.61	\$59.44	\$60.93	\$62.45
Annual Monthly Bi-weekly Hourly	29	\$104,623.66	\$109,854.84	\$115,347.58	\$121,114.96	\$127,170.71	\$133,529.25	\$136,867.48	\$140,289.17
		\$8,718.64	\$9,154.57	\$9,612.30	\$10,092.91	\$10,597.56	\$11,127.44	\$11,405.62	\$11,690.76
		\$4,023.99	\$4,225.19	\$4,436.45	\$4,658.27	\$4,891.18	\$5,135.74	\$5,264.13	\$5,395.74
		\$50.30	\$52.81	\$55.46	\$58.23	\$61.14	\$64.20	\$65.80	\$67.45
Annual Monthly Bi-weekly Hourly	30	\$112,993.55	\$118,643.23	\$124,575.39	\$130,804.16	\$137,344.37	\$144,211.59	\$147,816.88	\$151,512.30
		\$9,416.13	\$9,886.94	\$10,381.28	\$10,900.35	\$11,445.36	\$12,017.63	\$12,318.07	\$12,626.03
		\$4,345.91	\$4,563.20	\$4,791.36	\$5,030.93	\$5,282.48	\$5,546.60	\$5,685.26	\$5,827.40
		\$54.32	\$57.04	\$59.89	\$62.89	\$66.03	\$69.33	\$71.07	\$72.84
Annual Monthly Bi-weekly Hourly	31	\$122,033.03	\$128,134.68	\$134,541.41	\$141,268.48	\$148,331.90	\$155,748.50	\$159,642.21	\$163,633.27
		\$10,169.42	\$10,677.89	\$11,211.78	\$11,772.37	\$12,360.99	\$12,979.04	\$13,303.52	\$13,636.11
		\$4,693.58	\$4,928.26	\$5,174.67	\$5,433.40	\$5,705.07	\$5,990.33	\$6,140.09	\$6,293.59
		\$58.67	\$61.60	\$64.68	\$67.92	\$71.31	\$74.88	\$76.75	\$78.67
Annual Monthly Bi-weekly Hourly	32	\$131,795.67	\$138,385.45	\$145,304.72	\$152,569.96	\$160,198.46	\$168,208.38	\$172,413.59	\$176,723.93
		\$10,982.97	\$11,532.12	\$12,108.73	\$12,714.16	\$13,349.87	\$14,017.37	\$14,367.80	\$14,726.99
		\$5,069.06	\$5,322.52	\$5,588.64	\$5,868.08	\$6,161.48	\$6,469.55	\$6,631.29	\$6,797.07
		\$63.36	\$66.53	\$69.86	\$73.35	\$77.02	\$80.87	\$82.89	\$84.96
Monthly Bi-weekly Hourly	33	\$142,339.32	\$149,456.29	\$156,929.10	\$164,775.56	\$173,014.34	\$181,665.06	\$186,206.69	\$190,861.86
		\$11,861.61	\$12,454.69	\$13,077.43	\$13,731.30	\$14,417.86	\$15,138.76	\$15,517.22	\$15,905.16
		\$5,474.59	\$5,748.32	\$6,035.73	\$6,337.52	\$6,654.40	\$6,987.12	\$7,161.80	\$7,340.84
		\$68.43	\$71.85	\$75.45	\$79.22	\$83.18	\$87.34	\$89.52	\$91.76
Annual Monthly Bi-weekly Hourly	34	\$153,726.47	\$161,412.79	\$169,483.43	\$177,957.60	\$186,855.48	\$196,198.25	\$201,103.21	\$206,130.79
		\$12,810.54	\$13,451.07	\$14,123.62	\$14,829.80	\$15,571.29	\$16,349.85	\$16,758.60	\$17,177.57
		\$5,912.56	\$6,208.18	\$6,518.59	\$6,844.52	\$7,186.75	\$7,546.09	\$7,734.74	\$7,928.11
		\$73.91	\$77.60	\$81.48	\$85.56	\$89.83	\$94.33	\$96.68	\$99.10

City Manager contract salary \$200,000.00

28.00%	SPREAD MIN TO MAX	STEP 7 after 3 years at Step 6	2.50%
8.00%	SPREAD BETWEEN GRADES	STEP 8 after 3 years at Step 7	2.50%
5.00%	SPREAD BETWEEN STEPS 1 - 6		

ADOPTED

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING THE FINAL BUDGET FOR THE CITY OF LOMA LINDA FOR THE FISCAL YEAR COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016

THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES RESOLVE AS FOLLOWS:

SECTION 1. That the Budget for the City of Loma Linda for the fiscal year commencing July 1, 2015 and ending June 30, 2016, as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted as the Budget of the City of Loma Linda for said fiscal year.

SECTION 2. That from the effective date of said Budget, the several amounts stated therein as proposed expenditures shall be and become appropriated for the several departments, offices, and agencies of the City with respective objects and purposes therein set forth subject to expenditure pursuant to the provisions of all applicable ordinances of the City and statutes of the State.

SECTION 3. That the authority granted for making expenditures from other than the General Fund shall be limited to the actual amount of money received from the source of funds indicated in the Budget for each department, section, or purpose, and no liability upon the General Fund is assumed nor can be imposed in excess of such amounts as may be provided therefor in this Budget from the General Fund. In the event the amounts of money received and credited to the special funds exceed the amount herein estimated, such excess receipts shall be considered deferred allocations in such special funds, contingent upon such receipt and no expenditure thereof made except with the approval of the City Council by resolution.

SECTION 4. That amounts appropriated to any account for any object or purpose may be transferred to a different account for the same general object or purpose within the same

department or activity upon recommendation of the department head and the Director of Finance and approval of the City Manager.

SECTION 5. That all requisitions, purchase orders, fund transfers, inter-departmental orders or other encumbrances upon any account or appropriate object of any department shall be clearly recorded against the amount available both as to the number of items and total amount thereof, in such a way that there shall never be an overencumbrance or an overexpenditure upon any such accounts or appropriated objects and so the full number of articles set forth enumerated in the Budget or subsequent appropriation can be purchased or acquired out of the amount appropriated therefore.

SECTION 6. That the City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 9th day of June 2015 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE LOMA LINDA HOUSING AUTHORITY
ESTABLISHING A FINAL BUDGET FOR FISCAL YEAR 2015-2016

WHEREAS, the Loma Linda Redevelopment Agency (the "Former Redevelopment Agency") was eliminated pursuant to ABx1 26, Chapter 5, Statutes of 2011 (the "2011 Dissolution Measure") which provided generally for the dissolution of all redevelopment agencies in the State of California; and

WHEREAS, the 2011 Dissolution Measure was challenged by litigation initiated during 2011, which litigation was decided by the California Supreme Court in a manner which upheld the 2011 Dissolution Measure; and

WHEREAS, the 2011 Dissolution Measure, as amended by AB 1484, Chapter 26, Statutes of 2012 ("AB 1484" and, together with the 2011 Dissolution Measure, the "Dissolution Act") further implemented certain aspects of the dissolution of redevelopment agencies within California;

WHEREAS, pursuant to the 2011 Dissolution Measure, the City Council of the City of Loma Linda designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Redevelopment Agency; and

WHEREAS, pursuant to the 2011 Dissolution Measure, the oversight board ("Oversight Board") of the successor agency ("Successor Agency") to the Former Redevelopment Agency approved the designation of housing properties and also approved and, following enactment of AB 1484, ratified the transfer of housing properties of the Former Redevelopment Agency to the Authority; and

WHEREAS, the budgeting process establishes the plan of expenditures and the priorities of the Authority relating to its housing assets and operations;

NOW, THEREFORE, BE IT RESOLVED that the budget for the Loma Linda Housing Authority for the fiscal year commencing July 1, 2015 and ending June 30, 2016, as prepared and submitted by the Authority Executive Director and as modified by the City Council sitting as the Loma Linda Housing Authority Board, is hereby accepted.

PASSED, APPROVED AND ADOPTED this 9th day of June 2015 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Rhodes Rigsby, Chairman

ATTEST:

Pamela Byrnes-O'Camb, Secretary

CC AGENDA ITEM 151



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: June 9, 2015

TO: City Council

FROM: Pamela Byrnes-O'Camb, City Clerk *ptc*

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Designation of Director and Alternate to the California Joint Powers Insurance Authority (CJPIA)

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

RECOMMENDATION

Appoint/Re-appoint Delegate and Alternate(s) to the CJPIA.

BACKGROUND

On an annual basis, the California JPIA asks members to certify designated California JPIA Director and Alternate(s) prior to the annual Board of Directors meeting which is scheduled this year on Wednesday, July 15 at 7:00 p.m. at 8081 Moody Street, La Palma.

Currently, Mayor pro tempore Dupper serves as the Delegate and City Manager Thaipejr and Finance Director DeAnda serve as Alternates

CITY OF LOMA LINDA
CITY COUNCIL AS SUCCESSOR AGENCY
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF JUNE 9, 2015

A regular meeting of the City Council of the City of Loma Linda as successor agency to the Loma Linda Redevelopment Agency is scheduled to be held Tuesday, June 9, 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.*

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

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

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 JULY 28, 2015 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, JULY 13, 2015.

- A.** **Call To Order**
- B.** **Roll Call**
- C.** **Items To Be Added Or Deleted**
- D.** **Oral Reports/Public Participation - Non-Agenda Items** (Limited to 30 minutes; 3 minutes allotted for each speaker)
- E.** **Conflict of Interest** Disclosure - Note agenda item that may require member abstentions due to possible conflicts of interest
- F.** **Scheduled And Related Items**
- G.** **Consent Calendar**
 - 1. Demands Register
 - 2. Minutes of May 12, 2015
- H.** **Old Business**
- I.** **New Business**
- J.** **Adjournment**



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: June 9, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Pamela Byrnes-O'Camb, City Clerk
SUBJECT: Minutes of May 12, 2015

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

RECOMMENDATION

It is recommended that the City Council as the Successor Agency to the Redevelopment Agency approve the Minutes of May 12, 2015.

City of Loma Linda

City Council as Successor Agency
To the Loma Linda Redevelopment Agency

Minutes

Regular Meeting of May 12, 2015

A regular meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 8:07 p.m., Tuesday, May 12, 2015, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:

Mayor Rhodes Rigsby
Mayor pro tempore Phill Dupper
Ovidiu Popescu
Ron Dailey
John Lenart

Councilmen Absent:

None

Others Present:

City Manager T. Jarb Thaipejr
City Attorney Richard Holdaway

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

SA-2015-08– Consent Calendar

Motion by Popescu, seconded by Dupper and unanimously carried to approve the following items:

The Demands Register dated May 12, 2015 with commercial demands totaling \$111,207.00.

The Minutes of April 28, 2015 as presented.

The meeting adjourned at 8:08 p.m.

Approved at the meeting of

City Clerk

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF JUNE 9, 2015

A regular meeting of the Housing Authority of the City of Loma Linda is scheduled to be held at 7:00 p.m. or as soon thereafter as possible, Tuesday, June 9, 2015 in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

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

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

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

Agenda item requests for the JULY 28, 2015 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, JULY 13, 2015.

A. Call To Order

B. Roll Call

C. Items To Be Added Or Deleted

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

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

F. Consent Calendar

1. Demands Register
2. Minutes of May 12, 2015

G. **Old Business**

H. **New Business**

3. Joint meeting of the City Council and Housing Authority regarding Fiscal Year 2015-2016 Budget [**City Manager/Finance Director**]
 - a. Presentation of proposed FY 2015-2016 Budget [**Finance**]
 - b. Budget Committee Recommendations
 - c. Council Bill #R-2015-22 – Approving the 2014-2015 adjusted appropriations limit [**Finance**]
 - d. Investment Policy [**Finance**]
 - e. Five-Year Capital Improvement Program (CIP) [**Public Works**]
 - f. COPS Grant Expenditure Plan [**Finance**]
 - g. Schedule "A" pertaining to contract with Sheriff's Department
 - h. Extension of Annual Service Contracts for Fiscal Year 2014-2015 [**Public Works**]
 - a. Albert Grover and Associates - Interconnect Traffic Signal Monitoring;
 - b. Golden West Landscape - Landscape Maintenance Services in the Landscape Maintenance District (LMD) areas and Barton Road Median;
 - c. KBM – Janitorial Services for City Hall Buildings; and
 - d. Cannon Pacific Services Inc. – Street Sweeping Services
 - e) Aegis, ITS - Traffic Signal Maintenance & Repairs
 - i. Wildland Fire Protection Contract #3CA02727 between the California Department of Forestry and Fire Protection (Cal.Fire) and the City for Fiscal Year 2015-2016 in the amount of \$41,073.87 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601 [**Fire**]
 - j. Council Bill #R-2015-23 - Approving terms of employment for members of the Professional and Administrative Employees Association, the Loma Linda Public Works Employees' Association, the Loma Linda Professional Firefighters Local 935 and the Unrepresented Employees [**City Manager**]
 - k. Council Bill #R-2014-24 - Adopting the 2015-2016 fiscal year budget
 - l. LLHA Bill #R-2015-04 – Adopting the 2015-2016 fiscal year budget

I. **Chair and Member Reports**

J. **Reports of Officers**

K. **Adjournment**



City of Loma Linda Official Report

Rhodes Rigsby, Chairman
Phill Dupper, Vice-Chairman
Ovidiu Popescu, Member
Ronald Dailey, Member
John Lenart, Member

HOUSING AUTHORITY AGENDA: June 9, 2015
TO: Housing Authority Members
VIA: T. Jarb Thaipejr, Executive Director
FROM: Pamela Byrnes-O'Camb, Secretary
SUBJECT: Minutes of May 12, 2015

Approved/Continued/Denied By: Housing Authority Date _____
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RECOMMENDATION

It is recommended that the Housing Authority Board approve the Minutes of May 12, 2015.

Loma Linda Housing Authority

Minutes

Regular Meeting of May 12, 2015

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 8:01 p.m., Tuesday, May 12, 2015, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Board Members Present:	Chairman Rhodes Rigsby Vice-Chairman Phill Dupper Ovidiu Popescu Ron Dailey John Lenart
Board Members Absent:	None
Others Present:	Executive Director T. Jarb Thaipejr General Counsel Richard Holdaway

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

LLHA 2015-010 – Consent Calendar

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

The Demands Register dated May 12, 2015 with commercial demands totaling \$6,921.62.

The Minutes of March 10 and April 28, 2015 as presented.

New Business

LLHA-2015-011 – LLHA Bill #R-2015-03 – Approving the Homebuyer Loan Agreement for the sale of 25564 Van Leuven Street from James S. Baroi and Marshia Baroi to Joel G. Lopez-Lopez and Lucia Yolanda Moran and appropriate \$19,657.57 from fund balance to 80-1800-8835

The Secretary presented the report, stating that efforts to garner outside financing was not successful due to the long term affordability covenant; the subject property contained a manufactured unit; the seller and buyer entered into an agreement, and in order to make the purchase and sale viable, the Housing Authority, which currently holds loans secured by the property, would make new loans consistent with prior Board direction. The covenant would remain in effect, and payments conforming to Affordable Housing Cost for Lower Income Households would be made, thus the Housing Authority would receive revenue by way of monthly payments. The Housing Authority would have an initial cash outlay of \$19,657.57 which would be recouped by repayment of the loans.

Motion by Dailey, seconded by Popescu, and unanimously carried to Adopt LLHA Bill #R-2015-03 and appropriate \$19,657.57 from fund balance to 80-1800-8835.

Resolution No. 26

A Resolution of the Loma Linda Housing Authority approving a Homebuyer Loan Agreement with Joel G. Lopez-Lopez and Lucia Yolanda Moran (25564 Van Leuven Street)

The meeting adjourned at 8:07 p.m.

Approved at the meeting of .

Secretary



City of Loma Linda Official Report

Rhodes Rigsby, Chairman
Phillip Dupper, Vice-Chairman
Ovidiu Popescu, Member
Ronald Dailey, Member
John Lenart, Member

HOUSING AUTHORITY AGENDA: June 9, 2015

TO: Housing Authority

FROM: T. Jarb Thaipejr, Executive Director

SUBJECT: Joint meeting of the City Council and Housing Authority
regarding Fiscal Year 2015-2016 Budget

Approved/Continued/Denied By Housing Authority Date _____

Please see City Council Agenda Item 15.

LOMA LINDA PUBLIC FINANCING AUTHORITY

AGENDA

MEETING OF JUNE 9, 2015

7:00 P.M.

A regular meeting of the Loma Linda Public Financing Authority is scheduled to be held Tuesday, June 9, 2015 in the City Council Chamber, 25541 Barton Road, Loma Linda, California..

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

Persons wishing to speak on an agenda item are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, the Chair will recognize you, and you may offer your comments. The Agency 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 pertaining to items NOT on the agenda is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, the Agency Board may take no action at this time; however, the Agency Board may refer your comments/concerns to staff or request that the item be placed on a future agenda.

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

A. Call To Order

B. Roll Call

C. Items To Be Added Or Deleted

D. Oral Reports/Public Participation (Non-Agenda Items)

E. General

1. Minutes of July 14 2014

F. Reports

G. Adjournment



City of Loma Linda Official Report

Rhodes Rigsby, Chairman
Phillip Dupper, Vice-Chairman
Ovidiu Popescu, Board Member
Ronald Dailey, Board Member
John Lenart, Board Member

FINANCING AUTHORITY AGENDA: June 9, 2015

TO: Financing Authority

VIA: T. Jarb Thaipejr, Executive Director

FROM: Pamela Byrnes-O'Camb, Secretary

SUBJECT: Minutes of July 22, 2014

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the Financing Authority Board approve the Minutes of July 22, 2014.

City of Loma Linda

Public Financing Authority Minutes

Regular Meeting of July 22, 2014

A regular meeting of the Public Financing Authority was called to order by Mayor pro tempore Dupper at 8:46 p.m., Tuesday, July 22, 2014 in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Authority Members Present:

Phill Dupper, Vice-Chairman
Ovidiu Popescu
Ron Dailey
John Lenart

Authority Members Absent:

Rhodes Rigsby, Chairman

Others Present:

City Manager T. Jarb Thaipejr
Deputy General Counsel Diane Robbins

No items were added or deleted and no public participation comments were offered upon invitation of the Vice-Chairman.

General

PFA-2014-001 - Minutes of October 8, 2013

Motion by Popescu, seconded by Lenart and unanimously carried to approve the Minutes of October 8, 2013 as presented. Chairman Rigsby absent.

The meeting adjourned at 8:48 p.m.

Approved at the meeting of .

Secretary