

CITY OF LOMA LINDA
CITY COUNCIL AGENDA

REGULAR MEETING OF SEPTEMBER 8, 2015

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, September 8, 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.

A recess may be called at the discretion of the City Council.

Agenda item requests for the OCTOBER 13, 2015 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, SEPTEMBER 28, 2015

A. Call To Order

B. Roll Call

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

D. Items To Be Added Or Deleted

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

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

G. **Scheduled And Related Items**

1. Presentation to Eugene Bueno on the occasion of his retirement as Customer Service/Meter Technician, 8/15/1988 - 9/1/2015 [**Mayor**]

H. **Consent Calendar**

2. Demands Register
3. Minutes of August 25, 2015
4. August 2015 Fire Department Report
5. Accept grant from Firehouse Subs Public Safety Foundation, Inc. in the amount of \$12,300 for the purchase of 9 AED's and authorize Fire Chief to execute the MOU [**Fire Dept.**]
6. Council Bill #R-2015-34 – Amending Exhibit “A” of Resolution No. 2835 pertaining to the Fall 2014 Weed Abatement Program to correct a typographical error in reference to a parcel number and Exhibit “A” of Resolution No. 2861 in reference to an incorrect invoice amount and authorize the City Clerk to re-record liens against the properties for payment [**Fire/City Clerk**]
7. Award of contract for Installation of Sidewalk at Various Locations [**Public Works**]
8. Acceptance of Off-Site Improvements at Redlands Blvd. and Bryn Mawr Avenue [**Public Works**]
9. Award contract for Pavement Rehabilitation at Bryn Mawr Avenue north of Redlands Blvd. [**Public Works**]
10. Lease Agreement between the City and Burtronics System of San Bernardino for the Public Works Engineer's Printers [**Public Works**]

I. **Old Business**

J. **New Business**

11. Committee Appointment to Parks, Recreation, Beautification Committee [**City Clerk**]

K. **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).

L. **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).

M. **Adjournment**



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2015

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of August 25, 2015

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of August 25, 2015.

City of Loma Linda

City Council Minutes

Regular Meeting of August 25, 2015

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:07 p.m., Tuesday, August 25, 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: Assistant City Manager Konrad Bolowich
City Attorney Richard Holdaway

Councilman Lenart 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-2015-071 - Consent Calendar

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

The Demands Register dated July 31, 2015 for fiscal year 2014-2015 with commercial demands totaling \$121,491.36.

The Demands Register dated July 31, 2015 for fiscal year 2015-2016 with commercial demands totaling \$628,613.02.

The Demands Register dated July 31, 2015 for fiscal year 2015-2016 with commercial demands totaling \$8,455.24.

The Demands Register dated August 11, 2015 for fiscal year 2015-2016 with commercial demands totaling \$34,695.89.

The Demands Register dated August 11, 2015 for fiscal year 2015-2016 with commercial demands totaling \$197,332.19 and payroll demands totaling \$243,564.00.

The Demands Register dated August 25, 2015 for fiscal year 2015-2016 with commercial demands totaling \$727,535.69 and payroll demands totaling \$309,856.87.

The Demands Register dated August 25, 2015 for fiscal year 2015-2016 with commercial demands totaling \$5,234.86.

The Minutes of July 28, 2015 as presented.

The July 2015 Treasurer's Report for filing.

The July 2015 Fire Department Report for filing.

The 2013 and 2014 Miscellaneous Compensation Plans as amended to include the Emergency Services Coordinator position.

Accepted as complete and authorized recordation of a Notice of Completion for Mountain View Well No. 3 Rehabilitation, Legend Pump and Well Service, Inc., contractor.

Council Bill #R-2015-31.

Resolution No. 2863

A Resolution of the City Council of the City of Loma Linda, County of San Bernardino, State of California, adopting the Five Year Capital Project Needs Analysis

Declared equipment and miscellaneous items surplus and authorized disposal.

New Business

CC-2015-072

SA-2015-14 - Joint meeting of the Successor Agency and City Council regarding approval and ratification of an agreement entitled "Agreement Concerning Certain Expenses Implementing Dissolution" and independently ratifying certain expenses as made and authorizing the inclusion of such expenditures on the Recognized Obligations Payment Schedules (ROPS) of the Successor Agency

- a. Successor Agency Bill #R-2015-32
- b. Council Bill #R-2015-33

The Successor Agency Board was called to order at 7:13 p.m. with all members present. Finance Director DeAnda summarized that the Agreement pertained to seeking approval and reimbursement for legal expenses associated with dissolution of the Redevelopment Agency. Upon approval tonight, the documents would be forwarded to the Oversight Board for inclusion on the ROPS for reimbursement of costs related to the lawsuit with the Department of Finance (DOF). The revision received today states, "The defined expenditures are not subject to the limitation set forth in Section 3417(b)" which indicates that these legal expenditures are not subject to the Administration Allocation Limit of \$125,000 per ROPS period.

The City Attorney also responded to questions, confirming that if approved by the City Council and the Successor Agency, the Agreement would be submitted to the Oversight Board for consideration.

Motion by Dailey, seconded by Dupper and unanimously carried to approve the Agreement Concerning Certain Expenses Implementing Dissolution and to adopt Successor Agency Bill #R-2015-32 and Council Bill #R-2015-33.

Resolution No. 2864

A Resolution of the Successor Agency to the Loma Linda Redevelopment Agency ratifying certain payments as implementing dissolution of the former Loma Linda Redevelopment Agency, authorizing execution of an Agreement and authorizing payment of certain payments.

Resolution No. 2865

A Resolution of the City Council of the City of Loma Linda ratifying certain payments as implementing dissolution of the former Loma Linda Redevelopment Agency, authorizing execution of an Agreement and authorizing payment of certain payments.

The City Council meeting adjourned at 7:19 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, Councilmember
Ronald Dailey, Councilmember
John Lenart, Councilmember

COUNCIL AGENDA: September 8, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeff Bender, Fire Chief *JB*
SUBJECT: August Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division

The Fire Department's Operations Division responded to 381 incidents in August 2015.

The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	228	59.8%	1612	56.8%
Traffic Collision (TC)	14	3.7%	116	4.1%
MA + TC	242	63.5%	1728	60.8%
Hazardous Conditions	3	0.8%	27	1.0%
Hazardous Material	0	0.0%	0	0.0%
Mutual/Automatic Aid	34	8.9%	365	12.9%
Public Assistance	20	5.2%	164	6.5%
Rescue	1	0.3%	19	0.7%
Structure Fire	4	1.0%	28	1.0%
Cooking	0	0.0%	7	0.2%
Vegetation Fire	6	1.6%	36	1.3%
Vehicle Fire	7	1.8%	17	0.6%
Refuse Fire	3	0.8%	15	0.5%
All Fires	20	5.2%	103	3.6%
Other	41	10.8%	162	5.7%
Fire Alarm Activation*	20	5.2%	252	8.9%

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

Training Division Highlights:

- Monthly Emergency Medical Services (EMS) Training
 - Monthly EMS Training, Communicable Disease Update 2015
 - Annual protocol/skill update and review in concert with LLUMC staff

Public Education/Relations Detail:

- CPR Class for Colton & Loma Linda CERT members

Mutual Aid/Strike Team:

- Rocky Incident – Lake, Yolo & Colusa Counties , BE- 251 July 29th – Aug. 6, 2015
- Humboldt Complex – Humboldt County, BE-251 Aug. 12th – Aug. 13, 2015
- Walker/Rough Incidents – Sierra National Forest, BE 251 Aug. 15th – Aug. 25, 2015
- Willow/Barker/Fork Complex – Trinity County, STL Trainee July 30th – Aug. 14th 2015

CC AGENDA ITEM 4

SUBJECT: August 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	
Construction Site Inspection	10
Fire Alarm System Test & Inspection (# of trips)	
Fire Building Final Inspection	
Fire Flow Test (Hydrant Testing)	
Fire Sprinkler Final – Commercial	1
Fire Sprinkler Final – Residential	
Fire Sprinkler Rough – Commercial	2
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	1
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	1
New Tenant Inspection	3
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	8
Smoke Alarm Check	
Solar Panel Inspection	5
Underground Flam. Liquid Tank Inspection	
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	9
Meetings	8
Public Education (hours)	.5
Public Hearings / Council Meetings	
Training Classes (hours)	.5
Annual Fire Inspections	1
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	13.5
Field Investigation / Inquiries	16
Fire / Arson / Illegal Burn Investigation	
Special Events – July 4 th Fireworks Patrol	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	7
Weed Abatement Administrative Time (hours)	15
Weed Abatement, Parcels Inspected	4



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:

DATE: September 8, 2015
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeffrey Bender, Fire Chief *JB*
SUBJECT: Accept grant from Firehouse Subs Public Safety Foundation, Inc. in the amount of \$12,300 for the purchase of 9 AED's and authorize Fire Chief to execute the MOU

RECOMMENDATION

It is recommended that City Council accept a grant from Firehouse Subs Safety Foundation, Inc in the amount of \$12,300 and authorize the Fire Chief to execute the MOU. It is also recommended that City Council declare the revenue and authorize the appropriation of funds to purchase the Nine AED's.

BACKGROUND

The Loma Linda Fire Department successfully solicited grant funding from the Firehouse Subs' Public Safety Foundation for nine Automatic External Defibrillators (AED's) in the amount of \$12,300.00. The AED's will be issued to Fire Department Staff members for quick deployment in the event of an emergency.

ANALYSIS

Fire Department Staff members often contact the public but are not equipped with the same tools as our Medic Engines that can handle cardiac related emergencies. Fire Department employees and vehicles are high profile in nature and carry an expectation from the public for quick decisive action. Studies done by the American Heart Association (AHA) and the Occupational Safety and Health Administration (OSHA) reveal that 300,000-400,000 people die annually from cardiac arrest. 92% of those deaths occur before the victim reaches the hospital. According to OSHA, many people suffering from ventricular fibrillation will survive when immediately treated with an AED and CPR. For each minute that passes without AED intervention, 10% fewer people will survive. Deploying this equipment in Department Staff vehicles creates the ability to initiate patient care prior to the arrival of responding crews in some critical situations.

FINANCIAL IMPACT

None. Accepting the grant revenue of \$12,300 as well as appropriating the revenue and expenditure, 01-9317 and 01-2110-8220 respectively, will offset the expenditure for equipment.



Firehouse Subs Public Safety Foundation, Inc.

3400 Kori Road Jacksonville, Florida 32257

MEMO OF UNDERSTANDING

July 15, 2015

Funding Agreement

Firehouse Subs Public Safety Foundation will award a check to the **Loma Linda/Colton Fire Department, Loma Linda, CA** for **\$12,307.95** to be used toward the direct purchase of **nine (9) Zoll AEDs per your approved grant request.**

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will issue a check in the exact amount of **\$12,307.95** as per requested in the grant application and approved by our board of directors to be used for the procurement of **nine (9) Zoll AEDs per your approved grant request.**

Loma Linda/Colton Fire Department Responsibilities

- Confirm check receipt from Firehouse Subs Public Safety Foundation by email
- Provide Firehouse Subs Public Safety Foundation with copies of paid invoices verifying **Loma Linda/Colton Fire Department** payables to the vendor(s) as per the submitted quote(s) in the application
- Provide Firehouse Subs Public Safety Foundation with all SIGNED packing slips confirming receipt of equipment
- In the event that the funds allocated exceed the total of all purchases, all excess funds will be returned to Firehouse Subs Public Safety Foundation
- If purchases exceed funding, **Loma Linda/Colton Fire Department** is responsible for the additional amount
- **VERY IMPORTANT:** Deadline for submitted documentation is January 31, 2016

Firehouse Subs Public Safety Foundation

Date

Loma Linda/Colton Fire Department Representative

Date

Loma Linda/Colton Fire Department Representative Name (Print)

Date



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Loma Linda/Colton Fire Department c/o Firehouse Subs Public Safety Foundation

303 East E Street
Colton, CA 92324

Attn: **Brady Rigdon**

email: brady.rigdon@firehousesubs.com

Tel: 904-886-8300 x 264

QUOTATION 194469 V:1

DATE: July 08, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8000-004007-01	Fully Automatic AED Plus with Medical Prescription: ZOLL Fully Automatic AED Plus with AED Cover, PlusRX Medical Prescription, CPR-D-padz® Electrode pack of 10 CR123a batteries, and Carry Case	9	\$2,100.00	\$1,195.00	\$10,755.00 *
2	8900-0810-01	<i>pedi-padz® II Pediatric Multi-Function Electrodes</i> - Designed for use with the AED Plus. The AED recognizes when pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair. Estimated Sales Tax 8%	9	\$95.00	\$71.25	\$641.25 *
						\$911.70
		<i>Brady Rigdon</i> Approved	<i>7-15-15</i> Date			
*Reflects Discount Pricing.						

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

TOTAL \$12,307.95

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Jonathan Bowman
Regional Manager
800-242-9150, x9869

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgment by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation Invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(i), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a willing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

ZOLL Medical Corporation



City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: September 8, 2015
TO: City Council
FROM: Pamela Byrnes-O'Camb, City Clerk *plb*
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Council Bill #R-2015-34 – Amending Exhibit “A’ of Resolution No. 2835 pertaining to the Fall 2014 Weed Abatement Program to correct a typographical error in reference to a parcel number and Exhibit “A” of Resolution No. 2861 in reference to an incorrect invoice amount and authorize the City Clerk to re-record liens against the properties for payment

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2015-34.

BACKGROUND

On February 10, 2015, the City Council conducted a public hearing and subsequently adopted Resolution No. 2835 and its Exhibit “A”, listing the Statement of Expenses for the Fall 2014 Weed Abatement Program.

An error occurred in the identification of one of the parcels in that three parcels which were the subject of the Weed Abatement Program were owned by the same organization, MTB Inland and are in near proximity to each other: APN 0284-221-13, and 15 and APN 0284-112-18; however, the last APN contained a typo and was transmitted to the County for inclusion in the tax rolls as APN 0284-221-18. The recorded lien also contained the incorrect APN.

On July 28, 2015, the City Council conducted a public hearing and subsequently adopted Resolution No. 2861 and its Exhibit “A”, listing the Statement of Expenses for the Spring 2015 Weed Abatement Program. The City’s contractor submitted an invoice for APN 0292-121-56 that was incorrect; hence, the exhibit submitted to the Tax Collector as well as the recorded Lien were incorrect.

ANALYSIS

Adopting Council Bill 2015-34 will

- Correct the APN for inclusion on the 2015-2016 tax bill and allow the recordation of a lien to correct Document No. 2015-0076729 recorded on February 27, 2015.
- Correct the amount due for APN 0292-121-56 from \$1,200.00 to \$624.00 for inclusion on the 2015-2016 tax bill and allow the recordation of a lien to correct Document No. 2015-0334954 recorded on August 5, 2015.

FINANCIAL IMPACT

There is no cost to the City for recording a lien or placing the lien on the tax bill. Including the lien on the tax bill will assure payment to the City through payment of property taxes associated with the individual parcels: 0284-112-18 (\$290.00) and APN 0292-121-56 (\$624.00).

CC AGENDA ITEM 6

Attachment: Council Bill #R-2015-34

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING EXHIBIT "A" OF RESOLUTION NO. 2835 AND RESOLUTION NO. 2861 PERTAINING TO THE STATEMENT OF EXPENSES FOR THE FALL 2014 AND SPRING 2015 WEED ABATEMENT

WHEREAS, on February 10, 2015, the City Council conducted a public hearing relating to the Fall 2014 Weed Abatement Program to consider the staff report and all objections or protests; and

WHEREAS, Resolution No. 2835 was adopted, including Exhibit "A" which incorporated the Outstanding Weed Abatement Invoices associated with specific parcel numbers; and

WHEREAS, an error occurred in the identification of one of the parcels; and

WHEREAS, on July 28, 2015, the City Council conducted a public hearing relating to the Spring 2015 Weed Abatement Program to consider the staff report and all objections or protests; and

WHEREAS, Resolution No. 2861 was adopted, including Exhibit "A" which incorporated the Outstanding Weed Abatement Invoices associated with specific parcel numbers; and

WHEREAS, an error occurred in the invoicing for APN 0292-121-56;

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

- 1) Exhibit "A" of Resolution No. 2835 is amended to correct the identification of APN 0284-221-18 to APN 0284-112-18.
- 2) Exhibit "A" of Resolution No. 2861 is amended to correct the Contractor Cost for APN 0292-121-56 from 1,200.00 to \$480.00; the Admin Fee from \$360.00 to \$144.00; and the Total from \$1,560.00 to \$624.00.

That the City Clerk shall file a certified copy of this Resolution and report and statement of expenses as amended with the San Bernardino County Auditor, Assessor and Tax Collector who shall include the amount of the charges on the bills for taxes levied against said real property and the same shall be collected in the same manner together with the general taxes for the City of Loma Linda, and shall be subject to the same penalties and interest.

That the amount of the charges shall constitute a lien against the real property against which the charges have been imposed.

PASSED, APPROVED AND ADOPTED this 8th day of September 2015 by the following vote:

Ayes:
Noes:
Absent:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

Resolution No.
Exhibit "A"

FALL 2014
OUTSTANDING WEED INVOICES

Parcel No.	Owner	Contractor Cost	Admin Fees	Total
0284-112-18	MTB Inland	\$190.00	\$100.00	\$290.00

SPRING 2015
OUTSTANDING WEED INVOICES

Parcel No.	Owner	Contractor Cost	Admin Fees	Total
0292-121-56	Tsai Lin	\$480.00	\$144.00	\$624.00



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: September 8, 2015

TO: City Council

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

SUBJECT: Award Contract for Sidewalk Installation at Various Locations
(CIP 15-169)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council award the contract to Tryco General Engineering of RimForest for an amount of \$27,460 and approve a contingency amount of \$2,800. City staff will provide construction management services and inspections.

BACKGROUND

City staff is constantly monitoring infrastructure for safety concerns and signs of aging. Staff completed a survey of various concrete improvements and this project is a result. The citywide project is for removal of sidewalks that are potential liabilities as well as missing link sections. This project will be funded by Measure I funds. It has been identified and approved on the current Capital Improvement Program list and Measure I Project List.

ANALYSIS

Seven (7) bids were received and opened on September 1, 2015, for this work. Bids ranged from a low of \$27,460 to a high of \$60,785 (see attached). The low bidder, Tryco General Engineering of Rimforest, has been checked for references and licenses. This contractor has performed similar acceptable work for the City. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$2,800 for such circumstances.

FINANCIAL IMPACT

Adequate funding is available in Account No. 26-5340-8500.

City of Loma Linda

BID OPENING DATE: September 1, 2015

Sidewalk at various locations - 2015

CIP 15-169

				Engineering Estimate		Tryco General Engineering		ABNY General Engineering		J. RDMMAC		DM Contracting, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	5,000.00	5,000.00	500.00	500.00	500.00	500.00	1,000.00	1,000.00	12,930.50	12,930.50
2	R & R curb and gutter	L.F.	47	31.00	1,457.00	34.00	1,598.00	65.00	3,055.00	36.00	1,692.00	40.00	1,880.00
3	Install sidewalk	S.F.	2,305	4.50	10,372.50	4.50	10,372.50	6.20	14,291.00	8.50	19,592.50	4.20	9,681.00
4	Install Driveway	EA.	349	6.00	2,094.00	14.00	4,886.00	9.00	3,141.00	9.20	3,210.80	16.00	5,584.00
5	Adjust water meter box to grade	S.F.	7	100.00	700.00	100.00	700.00	35.00	245.00	100.00	700.00	100.00	700.00
6	R&R Driveway	S.F.	246	10.00	2,460.00	19.00	4,674.00	9.00	2,214.00	10.80	2,656.80	12.00	2,952.00
7	R&R sidewalk	S.F.	1,051	8.00	8,408.00	4.50	4,729.50	6.20	6,516.20	10.40	10,930.40	7.50	7,882.50
TOTAL					\$30,491.50		\$27,460.00		\$29,962.20		\$39,782.50		\$41,610.00

				RG General Engineering		All American Asphalt		Kerns, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	5,000.00	5,000.00	8,795.75	8,795.75	7,500.00	7,500.00
2	R & R curb and gutter	L.F.	47	62.00	2,914.00	73.00	3,431.00	93.10	4,375.70
3	Install sidewalk	S.F.	2,305	8.15	18,785.75	8.00	18,440.00	10.75	24,778.75
4	Install Driveway	EA.	349	9.00	3,141.00	15.75	5,496.75	12.85	4,484.65
5	Adjust water meter box to grade	S.F.	7	200.00	1,400.00	325.00	2,275.00	150.00	1,050.00
6	R&R Driveway	S.F.	246	9.00	2,214.00	15.75	3,874.50	16.85	4,145.10
7	R&R sidewalk	S.F.	1,051	8.00	8,408.00	8.00	8,408.00	13.75	14,451.25
TOTAL					\$41,862.75		\$50,721.00		\$60,785.45



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: September 8, 2015

TO: City Council

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

SUBJECT: Acceptance of Off-Site Improvements at Redlands Blvd. and Bryn Mawr Ave.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council accept a list of the off-site improvements for the Bryn Mawr Avenue street improvement project managed by Lewis Homes. Lewis Homes will amend the Faithful Performance, Labor and Materials Bonds for the completed improvements in order to be accepted by the City. This will begin the one-year maintenance period.

BACKGROUND:

The Bryn Mawr Avenue street improvement project is part of the VA Outpatient Facility project. The developer completed a portion of the off-site improvements. Those improvements that the City is accepting as completed are: 1) Bryn Mawr Ave., south of Redlands Blvd. – curb, gutter, sidewalks, median islands, sewer and decomposed granite trail on east side; 2) Bryn Mawr Ave., north of Redlands Blvd. – curb, gutter sidewalk at the channel, handicap ramps, street light reinstallation, tree and landscape replacement on the west side to the channel, sewer and storm drain; 3) Redlands Blvd., west of Bryn Mawr Ave. – curb, gutter, sidewalks, median islands, handicap ramps, sewer, storm drain and water system/fire hydrants; and 4) Redlands Blvd. east of Bryn Mawr Ave. – curb, gutter, sidewalks, median islands, sewer and water system revisions, i.e. fire hydrants and laterals.

ANALYSIS:

The off-site improvements noted above have been completed and reviewed. Permanent power to the traffic signal and street light has not yet been connected. That work is currently being scheduled with SCE. Temporary power is being supplied by Walsh Construction. Once permanent power is connected, the one-year maintenance period will begin. Staff is satisfied that the improvements are ready to be accepted by the City. Lewis Homes is to amend the appropriate bonds to meet the City's requirements for one year to guarantee the installed improvements.

FINANCIAL:

The new infrastructure will be added to the City inventory.



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2015

TO: City Council

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

SUBJECT: Award of Contract for Pavement Rehabilitation at Bryn Mawr Avenue north of Redlands Blvd.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award a contract to Vance Corporation of Rialto for the subject project in the amount of \$67,286 and authorize a contingency allocation of \$6,700.

BACKGROUND:

Bryn Mawr Avenue, north of Redlands Blvd., is part of the VA Outpatient Facility project. The developer, Lewis Homes, completed installation of a new storm drain system as part of the off-site improvements. The pavement of Bryn Mawr Street is in very bad condition and requires rehabilitation. City staff has been working with the developer to share the cost of rehabilitation to this street.

ANALYSIS:

Lewis Homes retained two (2) bids for this work. The lowest bidder is Vance Corporation. This contractor has previously performed similar satisfactory work for the City. The City will be responsible for 85% (\$67,286) of the cost. The remaining 15% (\$11,874) will be the responsibility of Lewis Homes. The City will gain a cost saving by working with the developer to get the street pavement repaired as well as getting the pavement over their storm drain pipe completed. City staff will perform the inspections of the project.

FINANCIAL:

Adequate funding is available in Account No. 26-5340-8500

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BRYN MAWR AVE NORTH - COST BREAKDOWN EXHIBIT

LOMA LINDA - 85% of \$79,160 =
\$67,286.00 (27,710SF)

LEWIS - 15% of \$79,160 = \$11,874.00
(4,890SF)

PROPOSAL - CONTRACT

Vance Corporation

General Engineering Contractors
2271 North Locust Avenue Rialto, California 92377
(909) 355-4333 Fax (909) 355-4339
Contractors License No. 414567-a

June 26, 2015

Vance Corporation, hereinafter
called the seller, proposes to

**Daniel Coburn
Lewis Operating
1156 N. Mountain Ave
Upland, CA 91786**

hereinafter called the purchaser
for the work located at

**Bryn Mawr Ave- Pulv/Pave
Redlands, Ca.**

in accordance with
this Proposal includes

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1) Pulverize/Place 3" AC Paving	1 LS	\$ 56,800.00	\$ 56,800.00
2) Pulverize/Pave cul-de-sac	1 LS	\$ 8,400.00	\$ 8,400.00
3) Adjust Manholes	1 LS	\$ 6,400.00	\$ 6,400.00
4) Rem/Replace Curb & Gutter	140 lf	\$ 54.00	\$ 7,560.00
Total Bid Price			\$ 79,160.00

NOTES:

1. We exclude costs for Bonds, Permits, Fees, Testing, Inspection, Engineering, Surveying and SWPPP.
2. Water supply equivalent to a Fire Hydrant meter to be provided by Owner at no cost.
3. Based on Roadway to be closed. (1 week)
4. All work to be completed in one (1) Move-in.
5. Progress payments to be made monthly. Final payment to be made within 35 days of completion of work. No retention to be withheld.
6. This proposal is valid for thirty (30) days.

NOTICE: The foregoing estimate does not constitute an offer, unless the formal proposal appearing on the reverse side hereof is signed by a duly authorized representative of Seller.

Accepted _____, 20__

VANCE CORPORATION

By _____

By Tom Sternfeld

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's License Board, P.O. Box 26000, Sacramento, CA 95826



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2015

TO: City Council

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

SUBJECT: Approve Lease Agreement between the City and Burtronics Systems for the Public Works Engineer's Printers

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

It is recommended that the City Council accept and approve a 63 month lease with Burtronics Systems of San Bernardino in a total amount of \$36,200 for two printers (Lanier LW426 Wide Format Printer and Epson SureColor T270 Single Roll 44" wide Format Color Printer) for Public Works Engineering Department.

BACKGROUND:

The Engineering Department has been experiencing problems with one of the printers/plotter requiring repair work. Upon obtaining a cost estimate for repair, the vendor for the equipment informed staff that the lease company had special incentives to upgrade the equipment at this time with a reduced cost on the buyout. The current lease expires in May 2016. The cost for the City to buyout the lease would be approximately \$12,270. The lease company will waive the remaining month's buyout in order to upgrade at the current time, saving the City approximately \$7,500. The new monthly lease quoted to the City is less than the current lease, saving the City an additional \$630.

ANALYSIS:

After review of the proposal, it would be more cost efficient to upgrade the lease at this time, taking advantage of the current incentives and cost savings.

FINANCIAL:

Funds for this lease are and will be allocated each fiscal year from the Contractual Agreements Account for 01-3100 (Engineering), 05-3500 (Sewer), and 65-7000 (Streets).

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City of Loma Linda Official Report

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John Lenart, Councilman

COUNCIL AGENDA: September 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk *plb*

SUBJECT: Appointment to Parks, Recreation, Beautification Committee

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council either:

- a. Appoint one (1) member to the Parks, Recreation, Beautification Committee for a term expiring June 30, 2018; or
- b. Declare a vacancy and direct the Clerk to advertise.

BACKGROUND

On June 23, the City Council renewed the term of Doree Morgan to June 30, 2018; however on July 28, she was appointed to the Planning Commission, thus creating a vacancy on the Parks, Recreation, Beautification Committee.

The Committee is comprised of six (6) members who serve three-year staggered terms. The Committee meets on the second Monday of each month, and Kurt Swigart is the Chairman. Other members are: Janet Razzouk, Betty Stark, Valerie Gallant, and Richard Wiley.

One application has been received.



CITY OF LOMA LINDA
APPLICATION
PARKS, RECREATION, BEAUTIFICATION COMMITTEE

City of Loma Linda

AUG 19 2015

City Clerk

Applications must be returned by	City Clerk's Office 25541 Barton Road Loma Linda, CA 92354
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Name: Carolyn Palmieri Home Phone: 909 796 1138
 Home Address: 11514 Acacia Years resided at address: 11 yrs
 Have you lived at any other address in Loma Linda: Yes No
 If yes, give previous address: Van Leuwen St
 Employer: Retired
 Employer Address: _____ Employer Phone: _____
 Occupation: Retired Critical Care Nurse How Long: _____
 Education (Highest Grade Completed): BA, BS
 Licenses or special certificates held: RN license

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended
<u>Pacific Union College</u>	<u>Music</u>	<u>BA</u>	<u>1959</u>
<u>Loma Linda University</u>	<u>Nursing</u>	<u>BS</u>	<u>1970</u>

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?
 Yes _____ No X (If yes, please attach a separate sheet of explanation.)

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership
<u>Planning Commission</u>		<u>2011 - 2015</u>

I declare under penalty or perjury that all statements in this application and the attached responses are true and complete to the best of my knowledge and belief.

Carolyn Palmieri
Signature of Applicant