

CITY OF LOMA LINDA
CITY COUNCIL AGENDA

REGULAR MEETING OF NOVEMBER 8, 2016

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, November 8, 2016 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 DECEMBER 13, 2016 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, NOVEMBER 28, 2016

A. Call To Order

B. Roll Call

C. Closed Session (6:00 p.m.) Conference with Real Property Negotiator – Gov. Code 54956.8

Property: APN 0281-162-51 west side of Richardson Street north of Redlands Boulevard
Negotiating Parties: Konrad Bolowich on behalf of City and Hiral Patel on behalf of Sagemont Hotels
Under Negotiation: Price and Terms of payment regarding sale of property

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

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** – Center for Health Promotion Building, 24785 Stewart Street within the Institutional Zone and Land Use Designation (Invoke Rule of Necessity) [**Community Development**]
 - a. Certificate of Appropriateness for Sign Permit (16-074)
 - b. Variance Application (16-075) to install seven signs and to exceed the maximum 12 sq. ft. allowance for additional wall signs and to exceed the maximum one sq. ft. allowance of an address sign
2. Deleted

I. **Consent Calendar**

3. Demands Register
4. Minutes of October 11, 2016
5. Appropriate \$25,000.00 and authorize purchase of nine (9) street light poles [**Public Works**]
6. Award of contract for Pavement Rehabilitation of Anderson Street between Stewart Street and Court Street; increase the scope of work to include rehabilitation of Loma Linda Drive from Barton Road to the south property line of the Civic Center [**Public Works**]
7. Council Bill #R-2016-42 pertaining to distribution of ad valorem taxes pursuant to Section 99 of the Revenue and Taxation Code re Annexation of 80 acres on the east and west sides of California Street between New Jersey Street, Citrus Avenue and Orange Street [**Community Development**]
8. Accept as complete and authorize recordation of a Notice of Completion for the Benton Street Storm Drain, WEKA, Inc., contractor [**Public Works**]
9. Amendment No. 3 to the Lease Agreement between the City and the County of San Bernardino relating to the Loma Linda Branch Library [**Public Works**]
10. Amendment to contract between Planning PLUS/P+ and the City to increase contract amount relating to the Citrus Trails Project [**Community Development**]
11. Appropriate \$ 14,050.00 for repair of damage to LLCCP fiber [**Assistant City Manager**]

J. **Old Business**

12. Council Bill #O-2016-04 (Second Reading/Roll Call Vote) – Amending and adopting the Building Code comprised of the following codes: [**Community Development/Building**]
 - a. 2016 California Building Code based on the 2015 International Building Code
 - b. 2016 California Existing Building Code base on the 2015 International Existing Building Code
 - c. 2016 California Residential Code based on the 2015 International Residential Code
 - d. 2016 California Green Building Standards Code
 - e. 2016 California Electrical Code based on the 2014 National Electrical Code
 - f. 2016 California Plumbing Code based on the 2015 Uniform Plumbing Code
 - g. 2016 California Mechanical Code based on the 2015 Uniform Mechanical Code
 - h. 2015 International Property Maintenance Code

13. Council Bill #O-2016-07 - (Second Reading/Roll Call Vote) – 2016 California Fire Code based on the 2015 International Fire Code [**Fire Department**]

14. Council Bill #O-2013-08 (Second Reading/Roll Call vote) – Adopting the 2015 International Wildland Urban Interface Code [**Fire Department**]

K. **New Business**

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** in honor and memory of Willard Stewart.



City of Loma Linda Official Report

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

CITY COUNCIL MEETING OF NOVEMBER 8, 2016

Approved/Continued/Denied

By City Council

Date _____

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Certificate of Appropriateness for Sign Permit No. 16-074 and Variance No. 16-075 - Sign Permit to install seven (7), non-illuminated signs on a structure; and, Variance request for relief from LLMC's Sign Chapter, Section 17.18.150. Project is located on a portion of 11.47 acres at 24785 Stewart Street within the Institutional Zone and Land Use Designation.

SUMMARY

The applicant, Kurtis Sharp with Loma Linda University, submitted a Sign Permit and Variance application to install seven wall signs on a structure known as the "Center for Health Promotion, Evans Hall." The applicant requests relief from Municipal Code Section 17.18.150, which states the guidelines for signs installed within the Institutional Zone. The Code permits one wall sign not to exceed 100 square feet in size and a second wall sign not to exceed 12 square feet; an address sign is limited to one square foot. The total number of proposed signs and their dimensions exceed the maximum allowances. A Variance approval is necessary to install the proposed signs. Moreover, due to the building's age and the historic significance in the community, an approval of a Certificate of Appropriateness is first required. The Certificate of Appropriateness, in accordance with the Sign Permit and Variance approval, will allow the applicant to install the signs on Evans Hall.

RECOMMENDATION

Staff recommends the following actions to the City Council:

1. **APPROVE** Certificate of Appropriateness for Sign Permit No. 16-074 and Variance application No. 16-075 based on the Findings contained in this Staff Report and subject to the Conditions of Approval, and direct staff to;
2. **FILE** the CEQA Notice of Exemption.

PERTINENT DATA

Property Owner/Applicant:	Loma Linda University/Kurtis Sharp, Wayfinding Project Mgr
General Plan/Zoning:	Institutional/Institutional
Site:	A portion of an 11.47 acre site
Topography:	Generally flat
Vegetation:	Urban landscaping including open grass areas, mature trees, shrubs and flower beds
Special Features:	Developed as the Center for Health Promotion, Evans Hall, at the Loma Linda University Medical Center Campus

BACKGROUND AND EXISTING SETTING

Background

On July 5, 2016, the applicant filed for a Sign Permit and Variance request to permit the installation of non-illuminated signs on a three-story medical facility known as the “Center for Health Promotion, Evans Hall”. Evans Hall, originally built in 1936, is 29,682 square feet in size. It is three stories, with two main floors and a basement. The Hall has served the Loma Linda community in many different medical capacities, including academia and research activities. Now, 80 years later, the University has submitted an application for signage to better identify the building. Due to the historic importance of the building in the community, and because the facility was built over 50 years ago, staff requested the applicant present the project to the Historical Commission for design review and recommendation.

On September 12, 2016, the proposed project and designs were presented to the Historical Commission for their review and recommendation. The Commissioners requested the applicant install signs that are compatible with the structure’s Art Deco architecture. One of the conditions was to restore the south side wall by removing the unpermitted “in-fill” that was placed on the east wing. Restoring it to its original look will bring back the uneven surface depths in the wall. The uneven surface and rectangular forms were classic elements of the Art Deco era. In addition, the Commissioners were in favor of the proposed floating, non-illuminated lettering. It is consistent with the time period and would match the existing signage found on other University buildings.

The Historical Commission recommended that City Council approve the Certificate of Appropriateness in accordance with the Sign Permit No. 16-074 and Variance application No. 16-075 to install the proposed signs on the exterior walls of Evans Hall. The Commission also recommended the City Council incorporate their comments into the Project’s Conditions of Approval. As of date, Staff has included the recommendation into the Conditions of Approval.

EXISTING SETTING

The Project site is on a portion of an 11.47 acre parcel within the Loma Linda University campus. It is centrally located in the City of Loma Linda, more specifically, the site is located at 24785 Stewart Street. It is currently developed with an existing three-story medical facility known as the “Center for Health Promotion, Evans Hall.” Major arterials in the vicinity of the Project site include Stewart Street, Barton Road, Anderson Street, and Redlands Boulevard.

ANALYSIS

Project Description

The Applicant submitted a Sign Permit and Variance application to install seven (7) signs on the exterior walls of Evans Hall. Although a Sign Permit is a ministerial application, the Variance request is not and requires City Council review and approval. Moreover, due to the historical significance of the structure, a Certificate of Appropriateness must first be approved in order to allow the applicant to make any alterations to the structure.

The sign plans submitted with the Variance request detail the design criteria and their respective locations (Attachment C). Each sign, with the exception of the plaque, will have content in Caslon Bold font and in dark brown capitalized letters. There will be two (2) signs on the south elevation, three (3) on the east elevation, one (1) on the north elevation, and one (1) on the west elevation. The table below lists the sign locations, the number of signs on each exterior wall, the dimensions, and the description of each sign:

Sign Location	# of Signs	Size/Dimensions	Description
South Elevation	2	SIGN 1 - 33 sq.ft., 28" height SIGN 2 - 16 sq.ft., 15" height	"CENTER FOR HEALTH PROMOTION" on east wing "EVANS HALL" mid-section above entryway
East Elevation	3	SIGN 3 - 63 sq.ft., 32" height SIGN 4 - 5 sq.ft., 10" height SIGN 5 - 8" height	"EVANS HALL CENTER FOR HEALTH PROMOTION" on north wing "EVANS HALL" mid-section above door Brass plaque indicating year built, 1936
North Elevation	1	SIGN 6 - 12 sq.ft., 12" height	"24785 STEWART ST"
West Elevation	1	SIGN 7 - 60 sq.ft., 36" height	"CENTER FOR HEALTH PROMOTION"

As proposed, the project complies with the Institutional Land Use Designation and Institutional Zone development standards. The proposed signs, however, do not comply with the Sign Chapter of the Loma Linda Municipal Code (LLMC). The seven (7) proposed signs and their respective dimensions exceed the maximum allowances. Section 17.18.150 of the LLMC permits one wall sign not to exceed 100 square feet in size and a second wall sign not to exceed 12 square feet; an address sign is limited to one square foot. Approval of the Variance would grant the applicant relief from Section 17.18.150. Additionally, due to the historic significance in the community, an approval of a Certificate of Appropriateness is required. The Certificate of Appropriateness, in accordance with the Sign Permit and Variance approval, will permit the applicant to install the signs on Evans Hall.

Site Analysis

The subject parcel is within the Institutional Land Use Designation and Institutional Zone. Surrounding land uses, General Plan Land Use Designations and Zoning Districts for the Project site are shown below:

Existing Land Use and General Plan/Zoning Designations

Direction	Existing Land Use	General Plan Designation	Zoning Designation
Subject Site	Center for Promotional Health, Evans Hall (medical facility, academia, research)	Institutional	Institutional
North	LLUMC related facilities	Institutional	Institutional
South	LLUMC related facilities	Institutional	Institutional
East	LLUMC related facilities	Institutional	Institutional
West	LLUMC related facilities	Institutional	Institutional

The proposed Project is consistent with the policies and guidelines within the General Plan, and therefore does not represent a conflict.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

The Project is eligible for a Class 1 exemption from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, Section 15311(a), which applies to the placement of minor structures accessory to (appurtenant to) existing institutional facilities such as on-premises signs.

PUBLIC COMMENTS

Public notice for this project was posted and mailed to parcel owners within 300 feet of the project site. As of the date on this report, there have been no written or oral comments received in opposition or in favor of the proposed project. The project is in an area that is not environmentally sensitive and all public services and facilities are available to allow development permissible within the General Plan.

FINDINGS

Certificate of Appropriateness Finding

Pursuant to LLMC Section 17.80.090, all permits for alteration or addition to a cultural resource shall require a Certificate of Appropriateness from the Commission and City Council. In addition, issuance of a Certificate of Appropriateness for any proposed work shall be approved only if any the following applicable Finding can be made:

- 1. In the case of construction of a new improvement, addition, building, or structure upon a designated cultural resource site, the use and exterior of such improvements will not adversely affect and will be compatible with the use and exterior of existing designated cultural resources, improvements, buildings, natural features, and structures on the site.*

The proposed sign construction will not adversely affect the designated cultural resource site, Evans Hall. The Applicant will install signs that are compatible with the structure's Art Deco architecture as well as the surrounding buildings. The signs will have floating, non-illuminated lettering in Caslon Bold font and in dark brown capitalized letters. In addition, the Applicant will restore the south side wall by removing the unpermitted "in-fill" that was placed on the east wing. Restoring it to its original look will make it consistent with the time period. The signs will match the existing signage found on other University buildings.

Variance Findings

Pursuant to LLMC Section 17.30.060, applicants requesting a Variance shall show a reasonable existence of grounds for consideration of the matter. The following mandatory Findings have been established and made for the proposed Project:

1. *That there are exceptional and extraordinary circumstances of conditions applicable to the property involved.*

There are unique circumstances associated with the corner lot, in that the lot is uniquely shaped and intersected by two major arterial roads. Both Stewart and Anderson Street provide frontage for the structure. Anderson Street, heavily used, also provides access to and from the I-10 freeway. Currently, the building does not have appropriate signage. The proposed signage will be relative to the size of the 11.47 acre lot, the 29,682 square feet building, and its location. The proposed signage will help direct motorists and pedestrians to Evans Hall as they drive down Stewart and Anderson. Signage on all sides of the building will be designed to overcome the visibility limitations of the site configuration. Therefore, the Variance will allow the applicant suitable signage and visibility to help provide safe public and emergency access to Evans Hall.

2. *That such Variance is necessary for the preservation and enjoyment of the substantial property right possessed by other property in the same vicinity and zone and denied to the property in question.*

Within the Institutional Zone and vicinity are other University and similar type buildings that have adequate signage. Evans Hall, however, does not. It was built over 80 years ago and never had wall signs installed. With the Variance, the Applicant will be able to enhance the visibility and provide the community safe passage to the subject site. Institutional buildings such as the Veteran's Affairs Center and University Parking Structures were granted variances to install their signs. The Variance is necessary for the preservation and enjoyment of the substantial property right possessed by other property owners in the same vicinity.

3. *That the granting of such a Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.*

The approval of the Variance would not be detrimental to the public welfare or injurious to properties in the vicinity. Identifying a destination with proper signage would deter confusion to the motorists and visiting guests. Approval of the Variance would reduce traffic congestion by avoiding wrong turns and reduce accidents due to last minute decisions to change lanes. The proposed signage being placed on all sides of the building will promote public safety. More importantly, the large address sign facing Stewart Street will provide proper visibility for emergency vehicles.

4. *The granting of such variances will be consistent with the General Plan for the city.*

The proposed Variance is consistent with the objectives of the General Plan found in the Guiding Policies Section 4.6.1.1 which states, "Foster a climate in which businesses in Loma Linda can prosper, enhancing Loma Linda's image as a good community in which to operate a business". The General Plan promotes public safety and ensures that large volumes of traffic are directed safely to their destinations.

5. *That a public hearing was held wherein the applicant is heard and in which he substantiates all of the conditions cited in this subsection.*

The Variance request is scheduled for review at the November 8, 2016 City Council Meeting. The conditions to the project are included as Exhibit B to this report.

CONCLUSION

The Project is consistent with the goals and policies of the General Plan and Institutional Zone. It has been found to be categorically exempt from CEQA. The applicant has worked closely with city staff and the Historical Commission to provide the most appropriate layout and design for this Project. The proposed signage is compatible with the existing structure and its architecture. The signs will help provide better visibility for motorists, pedestrians and emergency vehicles. Finally, the Findings have been made to support approval of the Variance sign installation project.

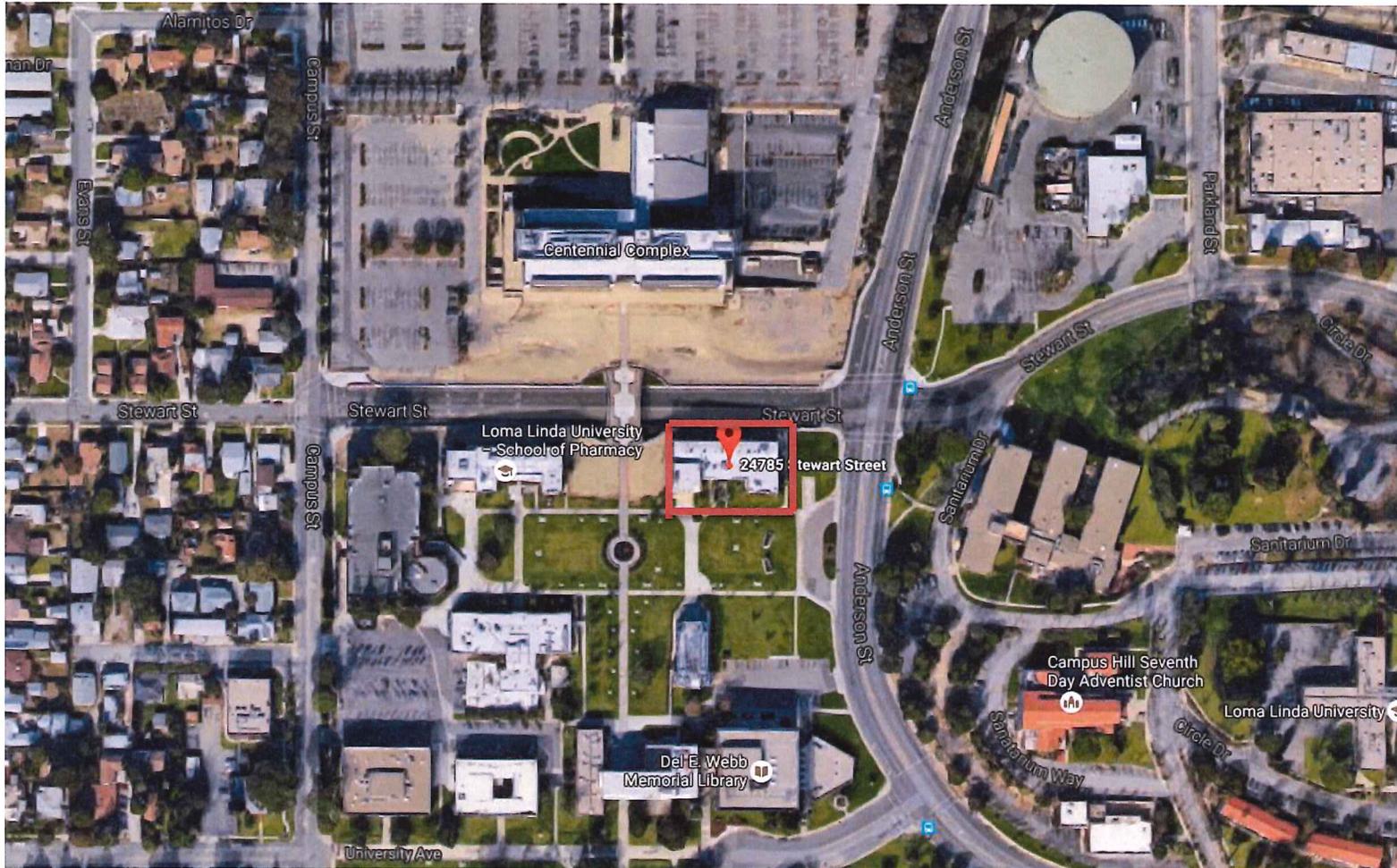
Report prepared by:

Lorena A. Matarrita
Associate Planner

ATTACHMENTS

- A. Vicinity Map
- B. Conditions of Approval
- C. Project Plans

Vicinity Map





City of Loma Linda

25541 Barton Road, Loma Linda, CA 92354 ☎ (909) 799-2830 📠 (909) 799-2894

Community Development Department

CONDITIONS OF APPROVAL

SIGN PERMIT NO. 16-074

VARIANCE NO. 16-075

PROJECT DESCRIPTION

Certificate of Appropriateness for Sign Permit 16-074 and Variance 16-075 - Sign Permit to install seven (7), non-illuminated signs on a structure; and, Variance request for relief from LLMC's Sign Chapter, Section 17.18.150. Project is located on a portion of 11.47 acres at 24785 Stewart Street within the Institutional Zone and Land Use Designation. APN: 0284-081-03.

PROJECT NO.

SIGN PERMIT NO. 16-074

VARIANCE NO. 16-075

EXPIRATION DATE

November 8, 2018

COMMUNITY DEVELOPMENT DEPARTMENT – (909) 799-2830

1. Within 48 hours of the approval of the subject project, the applicant shall deliver a payment of \$50 (made out to the *Clerk of the Board of Supervisors*) to enable the City to file the appropriate environmental documentation for the project. If within such 48 hour period that applicant has not delivered to the Community Development Department the above-noted check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act could be significantly lengthened.
2. Within two years of this approval (November 8, 2018), the project shall be exercised by substantial construction or the permit/approval shall become null and void. In addition, if after commencement of construction, work is discontinued for a period of one year, the permit/approval shall become null and void.
3. The review authority may, upon application being filed 30 days prior to the expiration date and for good cause, grant a one-time extension not to exceed 12 months. The review authority shall ensure that the project complies with all current Development Code provisions.
4. In the event that this approval is legally challenged, the City will promptly notify the applicant of any claim or action and will cooperate fully in the defense of the matter. Once notified, the applicant agrees to defend, indemnify, and hold harmless the City, their affiliates, officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The applicant further agrees to reimburse the City of any costs and attorneys fees, which the City may be required by a court to pay as a result of such action, but such participation shall not relieve applicant of his or her obligation under this condition.

5. Construction shall be in substantial conformance with the plan(s) approved by the City Council. Minor modification to the plan(s) shall be subject to approval by the Director through a minor administrative process. Any modification, which exceeds 10% of the following allowable measurable design/site considerations, shall require the refilling of the original application and a subsequent hearing by the appropriate hearing review authority as applicable.
6. This permit or approval is subject to all the applicable provisions of the Loma Linda Municipal Code (LLMC), Title 17, Institutional Zone in effect at the time of approval.
7. The applicant shall restore the south side wall to its original condition by removing the unpermitted "in-fill" that was placed on the east wing.

FIRE DEPARTMENT – (909) 799-2852

8. The applicant shall work with Loma Linda Fire Department for review and approval the address/premise identification sign.
9. Pursuant to LLMC, Section 15.28.190, the sign shall be placed in a position that is plainly legible and visible from the street fronting the property.

BUILDING AND SAFETY DIVISION - (909) 799-2836

10. Any building, sign, or structure to be constructed or located on site will require professionally prepared plans based the most current California Building Code to be submitted to the Division.

End of Conditions

Applicant/Owner Signature

Date

Applicant/Owner Signature

Date

EVANS HALL CENTER FOR HEALTH PROMOTION

CONTENTS:

Page 2: Sign A -South Elev. East Wing

Page 3: Sign B -South Elev. Mid Section

Page 4: Sign C -East Elev. North Wing

Page 5: Sign D -North Elev. East Wing

Page 6: Sign E -West Elev. South Wing

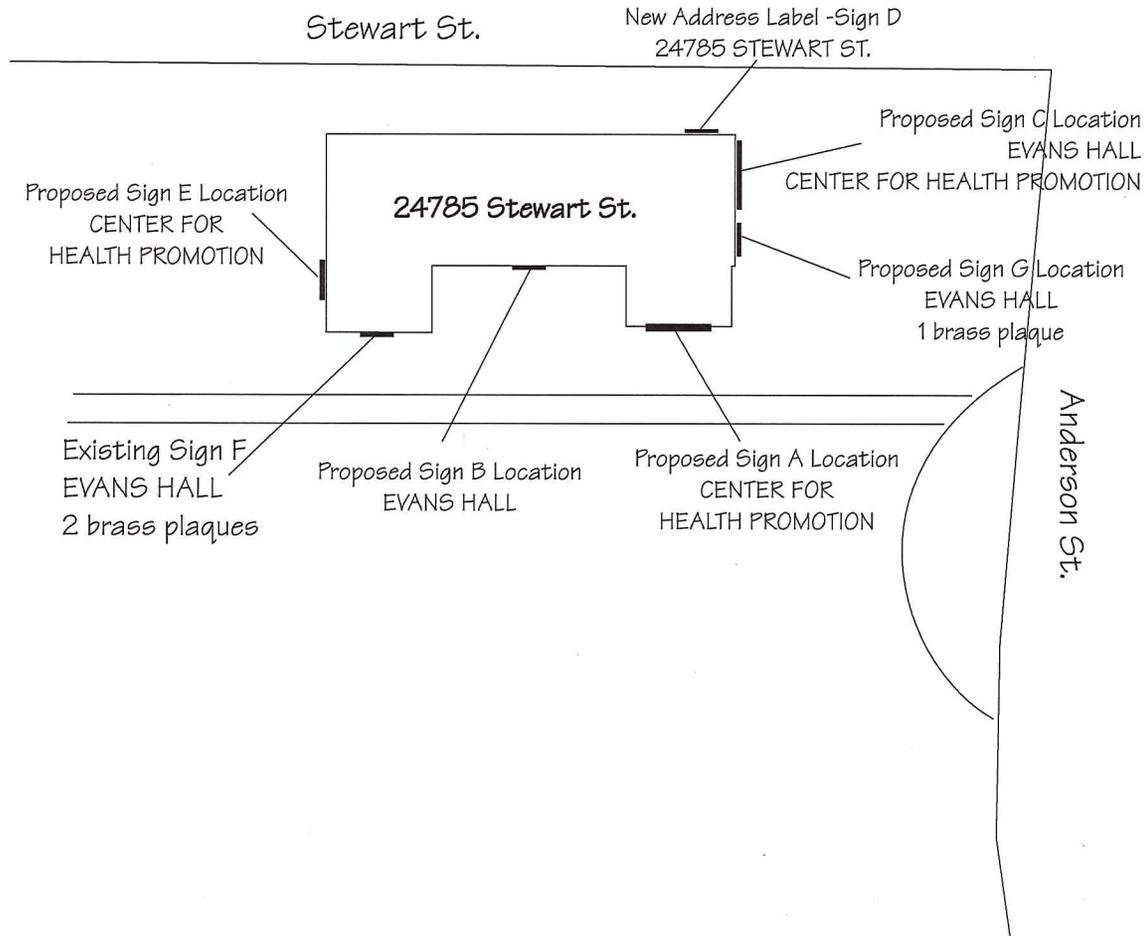
Page 7-8: Signage Dimensions

Page 9: Construction

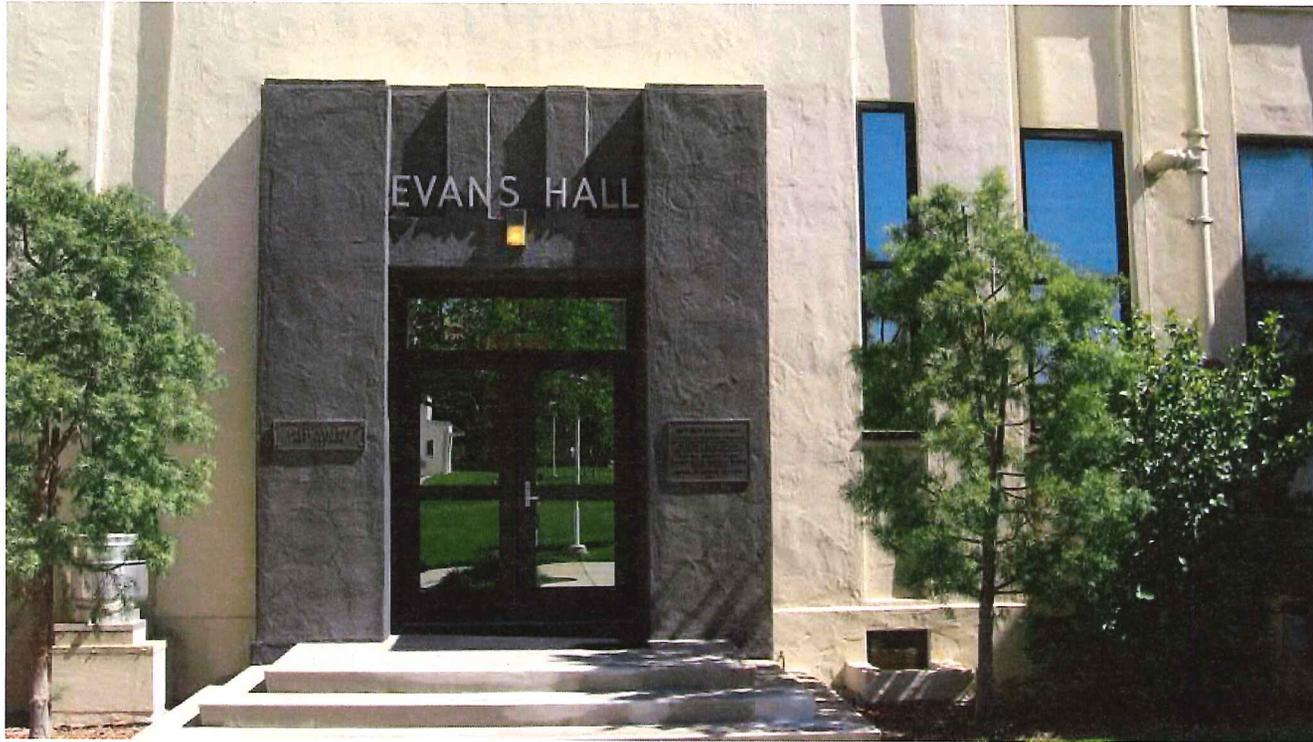
Page 10: Site Plan

Page 11 & 12: Addendums

SITE PLAN



Heemstra
SIGNS



ADDENDUM-Existing 10" letters and 2 brass plaques.
EVANS HALL Sq.Ft. =5



ADDENDUM -Proposed: 10" cast alum. letters to match South Entrance
EVANS HALL -Sq.Ft. =5
Brass Plaque 8"x20" historical significance / year built =1936

EVANS HALL

10" X 72"

ERECTED BY
LOYAL FRIENDS AND ALUMNI
1936

8" X 20" (APPROX.)

Heemstra
SIGNS



SIGN A

South Elevation -East Wing
24785 Stewart
12" Letter

165'
Frontage

Heemstra
SIGNS
www.heemstrasigns.com



SIGN B

South Elevation (Mid Section)
15" Letter "EVANS HALL"

Heemstra
SIGNS



SIGN C

East Elevation (North Wing)

15" Letter "EVANS HALL"

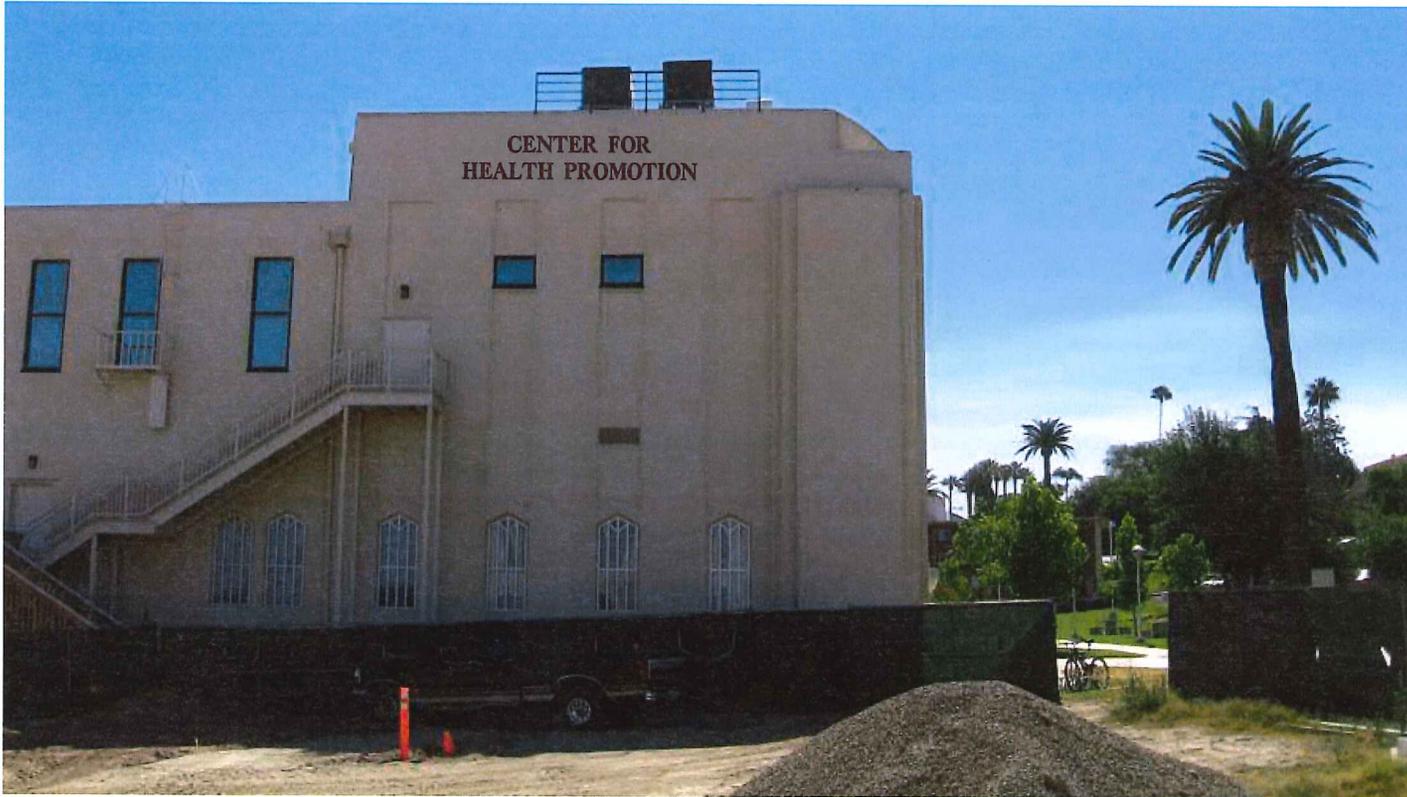
12" Letter "CENTER FOR HEALTH PROMOTION"

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SIGNS
www.heemstrasigns.com



SIGN D

North Elevation (South Wing)
12" Letter "24785 STEWART ST>"



SIGN E

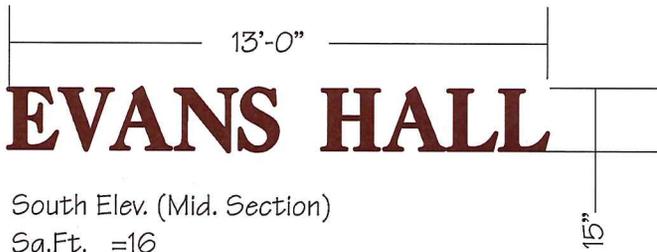
West Elevation (South Wing)
15" Letter "CENTER FOR HEALTH PROMOTION"

SIGN A



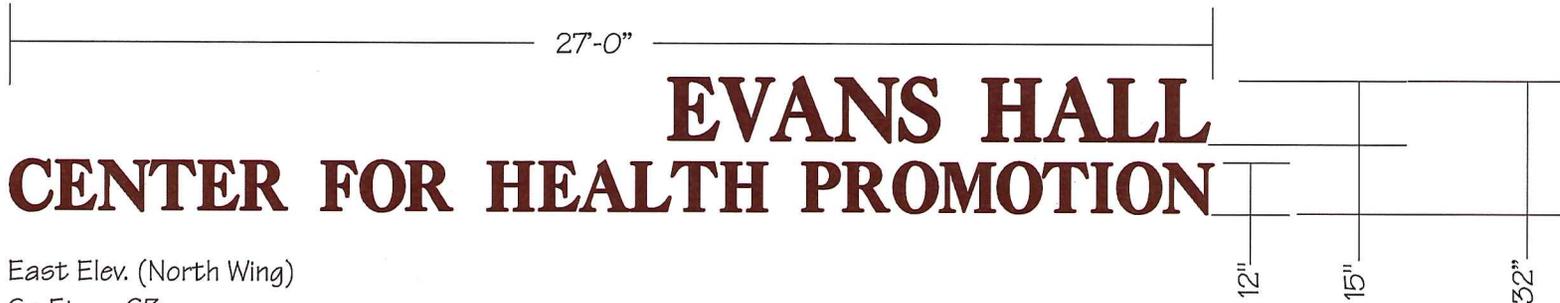
South Elev. (East Wing)
 Sq.Ft. =33
 COLOR: Dk. Brown

SIGN B



South Elev. (Mid. Section)
 Sq.Ft. =16
 COLOR: Dk. Brown

SIGN C



East Elev. (North Wing)
 Sq.Ft. =63
 COLOR: Dk. Brown

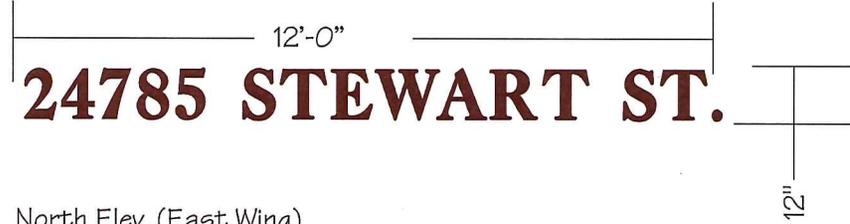
Heemstra
SIGNS

www.heemstrasigns.com

513-B E. STUART AV. - REDLANDS, CA. 92374

909-792-2407 - 909-798-2281 fax - e-mail: sales@heemstrasigns.com

ADDRESS (Sign D)



24785 STEWART ST.

North Elev. (East Wing)

Sq. Ft. =12

COLOR: Dk. Brown

SIGN E



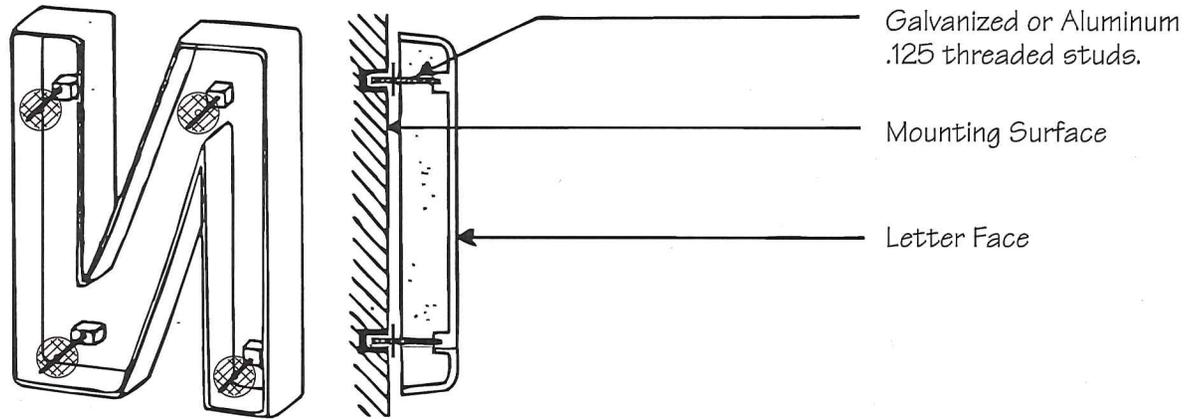
**CENTER FOR
HEALTH PROMOTION**

West Elev. (South Wing)

Sq.Ft. =60

COLOR: Dk. Brown

FORMED ACRYLIC LETTER INSTALLATION Stud/Pad Comb.



Logo &/or Letters are Gemini formed acrylic.

3/16" to 1/4" holes for studs are drilled in mounting surface and filled with silicon or epoxy adhesive. Pads are threaded to Studs and attached to letter, glued and pushed into holes in mounting surface.



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016
TO: City Council
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the attached list of demands for payment.

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
260436	10/20/2016	001051 GATES CAPITAL CORP	2016102000260436	P-0000013684	1995 VAR. RATE WATER BONDS. RI	3,166.10
					Total :	3,166.10
365427	10/18/2016	000454 ICMA RETIREMENT CORP	20161018003265427		ICMA CONTRIBUTIONS 10/2-10/15/1	15,799.05
					Total :	15,799.05
521220	10/11/2016	000454 ICMA RETIREMENT CORP	2016101100521220		ICMA CONTRIBUTIONS-09/18-10/01	20,354.97
					Total :	20,354.97
621502	10/11/2016	004455 SIEMENS INDUSTRY, INC	5620009535	P-0000013646	MISC REPAIRS TO TRAFFIC SIGNA	1,464.94
					Total :	1,464.94
621503	10/11/2016	004455 SIEMENS INDUSTRY, INC	5620009765	P-0000013646	MISC REPAIRS TO TRAFFIC SIGNA	219.50
					Total :	219.50
621504	10/11/2016	004455 SIEMENS INDUSTRY, INC	5610012975	P-0000013646	MISC REPAIRS TO TRAFFIC SIGNA	2,184.00
					Total :	2,184.00
621505	10/11/2016	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	1,507.87
					Total :	1,507.87
621506	10/11/2016	001245 SO CALIF EDISON	STMTS-7		ELECTRICITY SERVICE	408.74
					Total :	408.74
621507	10/11/2016	001245 SO CALIF EDISON	STMT-1		ELECTRICITY SERVICE	1,975.36
					Total :	1,975.36
621508	10/11/2016	001245 SO CALIF EDISON	STMTS-7		ELECTRICITY SERVICE	692.95
					Total :	692.95
621509	10/11/2016	001245 SO CALIF EDISON	STMT (1)		ELECTRICITY SERVICE	67.03
					Total :	67.03
621510	10/11/2016	001245 SO CALIF EDISON	STMTS-8		ELECTRICITY SERVICE	4,171.34
					Total :	4,171.34
621511	10/13/2016	001280 CARRY HOWARD	REQUEST		DEPENDENT CARE REIMBURSEME	67.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621511	10/13/2016	001280 001280 CARRY HOWARD	(Continued)			Total : 67.38
621512	10/13/2016	000316 EMPLOYMENT DEVELOPMENT DEPT	LMI-06995		2015 QTR 3 & 4 & 2016 QTR 1 & 2 Q	156.57 Total : 156.57
621513	10/13/2016	000026 VERIZON WIRELESS	9772821963		SCADA DATA CARD LAP TOP	38.03 Total : 38.03
621514	10/13/2016	005284 CITY EMPLOYEES ASSOCIATES	REQUEST		DUES FOR THE MONTH OF OCTOE	480.00 Total : 480.00
621515	10/13/2016	001245 SO CALIF EDISON	STMTS-5		ELECTRICITY SERVICE	57,238.22 Total : 57,238.22
621516	10/13/2016	003628 U.S. BANK CORPORATE PYMNT SYS	4246 0445 5565 0021		CAL-CARD PURCHASES	7,972.98 Total : 7,972.98
621517	10/13/2016	004935 DIVISION OF THE STATE ARCHITEC	FORM DSA-786		DISABILITY ACCESS & EDUC -JUL-1	28.80 Total : 28.80
621518	10/18/2016	004401 ORKIN PEST CONTROL	96865260	P-0000013708	PEST CONTROL SERVICES FOR 10	45.00 Total : 45.00
621519	10/18/2016	004401 ORKIN PEST CONTROL	111807172	P-0000013708	PEST CONTROL SERVICES FOR 10	45.00 Total : 45.00
621520	10/18/2016	004401 ORKIN PEST CONTROL	123654160	P-0000013708	PEST CONTROL SERVICES FOR 10	45.00 Total : 45.00
621521	10/18/2016	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM	4,290.59 Total : 4,290.59
621522	10/18/2016	001245 SO CALIF EDISON	STMTS-5		ELECTRICITY SERVICE	225.06 Total : 225.06
621523	10/18/2016	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	1,673.42 Total : 1,673.42

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621524	10/18/2016	001245 SO CALIF EDISON	STMTS-4		ELECTRICITY SERVICE	2,402.27
					Total :	2,402.27
621525	10/18/2016	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	27,615.54
					Total :	27,615.54
621526	10/20/2016	001245 SO CALIF EDISON	4 STMTS		ELECTRIC SERVICE	724.41
					Total :	724.41
621527	10/20/2016	001245 SO CALIF EDISON	10 STMST		ELECTRIC SERVICE	8,977.27
					Total :	8,977.27
621528	10/20/2016	005587 IDSMP, INC DBA, INNOVATIVE EMERGEI 1212		P-0000013701	INSTALL RED & WHITE STROBES C	805.64
					Total :	805.64
621529	10/20/2016	000840 CITY OF SAN BERNARDINO	92661-76164	P-0000013354	WATER PURCHASES	541.70
					Total :	541.70
621530	10/20/2016	003968 WINZER CORPORATION	5680568	P-0000013446	UTILITY MARKER	258.84
					Total :	258.84
621531	10/20/2016	000840 CITY OF SAN BERNARDINO	92661-90878	P-0000013354	WATER PURCHASES	24.60
					Total :	24.60
621532	10/20/2016	004397 CHEMPAK	96989	P-0000013351	CLEANING SUPPLIES	744.08
					Total :	744.08
621533	10/20/2016	002238 DIB'S SAFE & LOCK SERVICE, DAVID CA 0000145922		P-0000013468	SAFE AND LOCK SERVICES	201.43
					Total :	201.43
621534	10/20/2016	000026 VERIZON WIRELESS	9772821961		WIRELESS PHONE SVC	2,434.12
					Total :	2,434.12
621535	10/20/2016	005502 FRONTIER COMMUNICATIONS	90979980640201035		PHONE SERVICE	38.80
					Total :	38.80
621536	10/20/2016	001851 UNUM INSURANCE	0091890-001 0		LIFE INS PREMIUM NOV 2016	560.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621536	10/20/2016	001851 001851 UNUM INSURANCE	(Continued)			Total : 560.16
621537	10/20/2016	001245 SO CALIF EDISON	2015530058		ELECTRIC SERVICE	5,102.40
						Total : 5,102.40
621538	10/20/2016	001261 THE GAS COMPANY	19406867366		GAS SERVICE	57.92
						Total : 57.92
621539	10/20/2016	001261 THE GAS COMPANY	10022459001		GAS SERVICE	41.58
						Total : 41.58
621540	10/20/2016	001261 THE GAS COMPANY	3 STMTS		GAS SERVICE	170.42
						Total : 170.42
621541	10/20/2016	001744 CDW GOVERNMENT, INC.	FFT6045A	P-0000013713	DATA DOMAIN HARDWARE, LICENS	2,326.01
						Total : 2,326.01
621542	10/20/2016	001744 CDW GOVERNMENT, INC.	FGN0864A	P-0000013713 P-0000013713	DATA DOMAIN HARDWARE, LICENS	8,410.35
						Total : 8,410.35
621543	10/20/2016	005502 FRONTIER COMMUNICATIONS	4 STMTS		PHONE SERVICE	259.54
						Total : 259.54
621544	10/25/2016	004229 A & I REPROGRAPHICS	23497	P-0000013339	PRINTING SERVICES	372.60
						Total : 372.60
621545	10/25/2016	000029 AGUA MANSA PROPERTIES, INC	44278 44300 44342	P-0000013341 P-0000013341 P-0000013341	ELECTRICAL SUPPLIES CONCRETE CONCRETE	80.00 80.00 80.00
						Total : 240.00
621546	10/25/2016	004777 AIR EXCHANGE, INC.	39152		PLYMOVENT VEHICLE EXHAUST S	423.44
						Total : 423.44
621547	10/25/2016	001161 ALBERT GROVER & ASSOCIATES	16479-IN	P-0000013489	Traffic signals interconnecting	450.00
						Total : 450.00

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621548	10/25/2016	000053 ANIMAL EMERGENCY CLINIC, INC	62976 63755	P-0000013344 P-0000013344	ANIMAL CONTROL SERVICES ANIMAL CONTROL SERVICES	70.00 180.00 Total : 250.00
621549	10/25/2016	005174 AWT AUTOMATED WATER TREATMENT	293	P-0000013705	PURCHASE OF CHLORINE TABLET	3,362.21 Total : 3,362.21
621550	10/25/2016	001400 BOOT BARN 4 SAN BERNARDINO	IVC0085723 IVC0086922	P-0000013467 P-0000013467	UNIFORM BOOTS AND UNIFORM P. UNIFORM BOOTS AND UNIFORM P.	635.02 346.92 Total : 981.94
621551	10/25/2016	005390 CALIFORNIA HIGHWAY ADOPTION CO	916131	P-0000013604	ANNUAL MAINT OF HARDSCAPE AT	325.00 Total : 325.00
621552	10/25/2016	004301 CAR DOCTORS OF LOMA LINDA, INC	446984 447192	P-0000013484 P-0000013484	VEHICLE REPAIRS BLANKET PURCHASE ORDER	69.98 69.98 Total : 139.96
621553	10/25/2016	005039 CHJ CONSULTANTS	10731	P-0000013624	SOILS COMPACTION TESTING BEN	4,167.30 Total : 4,167.30
621554	10/25/2016	000841 CITY OF SAN BERNARDINO	2017-21000002	P-0000013661	ANIMAL SHELTER SERVICES - THR	13,436.00 Total : 13,436.00
621555	10/25/2016	002118 CONFIRE JPA	2017023	P-0000013550	CONFIRE SERVICES FOR FY 2017	20,733.35 Total : 20,733.35
621556	10/25/2016	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-763409 6903-763601 6903-763624 6903-763641	P-0000013359 P-0000013359 P-0000013359 P-0000013359	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	581.29 234.96 14.44 64.26 Total : 894.95
621557	10/25/2016	001173 COUNTY OF SAN BERNARDINO, DEPT C	19945	P-0000013360	PAGER MONITORING SERVICES	9.21 Total : 9.21
621558	10/25/2016	001279 DAILY JOURNAL CORPORATION	B2928134 B2933595	P-0000013364 P-0000013364	LEGAL ADVERTISING NOTICE INVI LEGAL ADVERTISING NOTICE INVI	981.20 319.00

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621558	10/25/2016	001279 001279 DAILY JOURNAL CORPORATION	(Continued)			Total : 1,300.20
621559	10/25/2016	001330 DANIELS TIRE SERVICE	230097112	P-0000013365	TIRE SERVICE AND REPAIR	260.54
					Total :	260.54
621560	10/25/2016	000325 EWING IRRIGATION PRODUCTS	2243440 2257621	P-0000013371 P-0000013371	IRRIGATION SUPPLIES IRRIGATION SUPPLIES	90.77 40.36
					Total :	131.13
621561	10/25/2016	001521 FACILITIES PROTECTION SYSTEMS, INT	53746 53747 53748 53749 53751	P-0000013504 P-0000013505 P-0000013505 P-0000013505 P-0000013505	CIVIC CTR - HALON AND FIRE EXT 2016-17 ANNUAL MAINT AT 4 MDF 2016-17 ANNUAL MAINT AT 4 MDF 2016-17 ANNUAL MAINT AT 4 MDF 2016-17 ANNUAL MAINT AT 4 MDF	2,555.00 300.00 300.00 300.00 300.00
					Total :	3,755.00
621562	10/25/2016	000331 FAIRVIEW FORD SALES, INC	329092 333351 333672		VEHICLE PARTS VEHICLE PARTS VEHICLE PARTS	41.09 107.46 125.03
					Total :	273.58
621563	10/25/2016	000336 FEDEX	5-562-37616		COURIER SERVICE	82.45
					Total :	82.45
621564	10/25/2016	005255 GOPHER PATROL	199309 199589 199783 199785 199787	P-0000013587 P-0000013587 P-0000013587 P-0000013587 P-0000013587	Gopher Control Services performed Gopher Control Services performed Gopher Control Services performed Gopher Control Services performed Gopher Control Services performed	290.00 295.00 245.00 120.00 275.00
					Total :	1,225.00
621565	10/25/2016	001741 GREG DESMET	1		REIMBURSEMENT FOR MEALS ON	66.28
					Total :	66.28
621566	10/25/2016	000402 HACH COMPANY	10121768	P-0000013375	PARTS AND MATERIAL FOR QUALI	761.34
					Total :	761.34
621567	10/25/2016	002117 HILLTOP GEOTECHNICAL INC	15623	P-0000013605	GEOTECHNICAL SRVS BATHROOM	3,000.00

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621567	10/25/2016	002117	002117 HILLTOP GEOTECHNICAL INC	(Continued)		Total : 3,000.00
621568	10/25/2016	005458	HIRSCH PIPE & SUPPLY	5012981	P-0000013470 PLUMBING FIXTURES, SUPPLIES A	280.23
				5031041	P-0000013470 PLUMBING FIXTURES, SUPPLIES A	15.60
					Total :	295.83
621569	10/25/2016	000440	HOSPITALITY CAR WASH	CLLPS-2008-1	P-0000013379 CAR WASH	60.00
				CLLPW-2008	P-0000013379 CAR WASH	233.00
					Total :	293.00
621570	10/25/2016	000478	INLAND OVERHEAD DOOR COMPANY	40485	P-0000013382 REPAIR APPARATUS BAY DOORS	378.00
					Total :	378.00
621571	10/25/2016	003864	INLAND TEMPORARY HOMES	1	P-0000013626 CDBG PROJ ADMINISTRATOR-INLA	3,812.00
					Total :	3,812.00
621572	10/25/2016	000480	INLAND WATER WORKS SUPPLY	287820	P-0000013383 WATER PARTS AND MATERIALS FC	1,305.82
					Total :	1,305.82
621573	10/25/2016	005144	JAMES HUSS JR., WEST SWPPP SERVIC	16001	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	240.00
				16002	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	205.00
				16003	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	275.00
				16004	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	205.00
				16005	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	2,555.00
				16006	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	70.00
				16007	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	240.00
				16008	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	140.00
				16009	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	70.00
				16010	P-0000013714 FALL 2016 & SPRIN 2017 WEED AB/	70.00
					Total :	4,070.00
621574	10/25/2016	001242	KATHLEEN MCGRADY, FAILSAFE TESTII	8659	P-0000013588 GROUND LADDER TESTING	688.00
					Total :	688.00
621575	10/25/2016	005037	KBM FACILITY SOLUTIONS	72522	P-0000013553 JANITORIAL CONTRACT FOR ALL C	6,112.00
				73137	P-0000013554 COMMUNITY ROOM - ROOM RENT,	600.00
					Total :	6,712.00

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621576	10/25/2016	005453 LARRY AGRE, MATCO TOOLS	13395	P-0000013395	TOOLS	38.38
			338126	P-0000013395	TOOLS	201.58
					Total :	239.96
621577	10/25/2016	000566 LOMA LINDA ANIMAL HOSPITAL	2	P-0000013400	ANIMAL EMERGENCY SERVICES	62.50
			3		ANIMAL CONTROL SERVICES	64.50
					Total :	127.00
621578	10/25/2016	000568 LOMA LINDA CHAMBER OF COMMERCE	4126		FUND RAISER STATE OF THE COM	225.00
					Total :	225.00
621579	10/25/2016	000570 LOMA LINDA FIREFIGHTERS ASSN	5		LL FIREFIGHTERS ASSOC DUES FC	554.00
					Total :	554.00
621580	10/25/2016	002045 LOMA LINDA HEATING & AIR, CONDITIOI	20493	P-0000013532	HVAC - ANNUAL MAINT AT FS 1 ANI	68.96
			20494	P-0000013532	HVAC - ANNUAL MAINT AT FS 1 ANI	287.65
			20495	P-0000013531	ANNUAL HVAC MAINT AT SR CTR	186.53
			20495A	P-0000013401	HVAC SERVICE AND MAINTENANC	287.00
			20518	P-0000013401	HVAC SERVICE AND MAINTENANC	403.51
			20533	P-0000013401	HVAC SERVICE AND MAINTENANC	243.00
			20533A	P-0000013534	HVAC - ANNUAL MAINT FOR CIVIC	1,299.01
			20546	P-0000013525	HVAC SRVS MAINT FOR 6 WELL SI	73.13
			20547	P-0000013525	HVAC SRVS MAINT FOR 6 WELL SI	92.50
			20551	P-0000013525	HVAC SRVS MAINT FOR 6 WELL SI	73.13
			20552	P-0000013525	HVAC SRVS MAINT FOR 6 WELL SI	66.95
			20553	P-0000013525	HVAC SRVS MAINT FOR 6 WELL SI	66.95
			20557	P-0000013401	HVAC SERVICE AND MAINTENANC	584.75
			20557A	P-0000013535	HVAC - ANNUAL MAINT FOR 4 MDF	68.96
			20558	P-0000013535	HVAC - ANNUAL MAINT FOR 4 MDF	68.96
			20559	P-0000013535	HVAC - ANNUAL MAINT FOR 4 MDF	68.96
			20560	P-0000013535	HVAC - ANNUAL MAINT FOR 4 MDF	68.96
			20562	P-0000013401	HVAC SERVICE AND MAINTENANC	156.00
			20562A	P-0000013533	HVAC ANNUAL MAINT FOR CORP Y	370.98
			20563	P-0000013530	HVAC - ANNUAL MAINT AT 25964 M	140.00
			20563A	P-0000013530	HVAC - ANNUAL MAINT AT 25964 M	70.00
			20573	P-0000013401	HVAC SERVICE AND MAINTENANC	140.00

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621580	10/25/2016	002045	002045 LOMA LINDA HEATING & AIR, COND (Continued)			Total : 4,885.89
621581	10/25/2016	001733	LOWE'S COMPANIES, INC.			
			25342	P-0000013477	IMPROVEMENT SUPPLIES AND MA	27.17
			27030	P-0000013477	IMPROVEMENT SUPPLIES AND MA	37.84
			27033	P-0000013477	IMPROVEMENT SUPPLIES AND MA	38.75
			27220	P-0000013477	IMPROVEMENT SUPPLIES AND MA	34.81
			27225	P-0000013477	IMPROVEMENT SUPPLIES AND MA	48.82
			27246	P-0000013477	IMPROVEMENT SUPPLIES AND MA	11.16
			27493	P-0000013477	IMPROVEMENT SUPPLIES AND MA	75.13
			27518	P-0000013477	IMPROVEMENT SUPPLIES AND MA	71.68
			27574	P-0000013477	IMPROVEMENT SUPPLIES AND MA	23.24
			27627	P-0000013477	IMPROVEMENT SUPPLIES AND MA	50.49
			27679	P-0000013477	IMPROVEMENT SUPPLIES AND MA	57.33
			27680	P-0000013477	IMPROVEMENT SUPPLIES AND MA	133.75
			27811	P-0000013477	IMPROVEMENT SUPPLIES AND MA	92.77
			27882	P-0000013477	IMPROVEMENT SUPPLIES AND MA	34.35
			27901	P-0000013477	IMPROVEMENT SUPPLIES AND MA	88.61
			28463	P-0000013477	IMPROVEMENT SUPPLIES AND MA	10.71
					Total :	836.61
621582	10/25/2016	002555	MASTER METER, INC			
			157211	P-0000013707	MASTERLINK HANDHELD SYSTEM	1,500.00
					Total :	1,500.00
621583	10/25/2016	004919	MELANIE DORAN TRAXIER, PLANNING F 15			
				P-0000011929	PLANNING SUPPORT SERVICES AI	21,550.00
					Total :	21,550.00
621584	10/25/2016	001613	OFFICE DEPOT, INC			
			867951518001	P-0000013407	OFFICE SUPPLIES	121.50
			8679518200001	P-0000013407	OFFICE SUPPLIES	22.46
			867951822001	P-0000013407	OFFICE SUPPLIES	74.82
			868304774001	P-0000013407	OFFICE SUPPLIES	-71.16
			869323656001	P-0000013407	OFFICE SUPPLIES	46.14
			869323773001	P-0000013407	OFFICE SUPPLIES	7.87
					Total :	201.63
621585	10/25/2016	005232	P & P UNIFORMS			
			405875/4	P-0000013482	UNIFORMS	553.99
			405892/4	P-0000013482	UNIFORMS	6.48
			405904/4	P-0000013482	UNIFORMS	513.07

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621585	10/25/2016	005232 P & P UNIFORMS	(Continued)			
			405922/4	P-0000013715	UNIFORMS & BOOTS FOR BOHNEF	1,176.03
			406003/4	P-0000013482	UNIFORMS	15.11
			406057/4	P-0000013482	UNIFORMS	200.86
			406058/4	P-0000013482	UNIFORMS	100.43
			B11789/4	P-0000013482	UNIFORMS	464.39
					Total :	3,030.36
621586	10/25/2016	005511 PARTS AUTHORITY	003752	P-0000013411	AUTO PARTS AND SUPPLIES	87.83
			003903	P-0000013411	AUTO PARTS AND SUPPLIES	-77.76
			003930	P-0000013411	AUTO PARTS AND SUPPLIES	-34.84
			023426	P-0000013411	AUTO PARTS AND SUPPLIES	87.83
			023427	P-0000013411	AUTO PARTS AND SUPPLIES	19.06
			024300	P-0000013411	AUTO PARTS AND SUPPLIES	73.60
			024302	P-0000013411	AUTO PARTS AND SUPPLIES	45.18
			026709	P-0000013411	AUTO PARTS AND SUPPLIES	83.92
			026710	P-0000013411	AUTO PARTS AND SUPPLIES	87.83
			026711	P-0000013411	AUTO PARTS AND SUPPLIES	105.30
			13411	P-0000013411	AUTO PARTS AND SUPPLIES	34.84
			650768	P-0000013411	AUTO PARTS AND SUPPLIES	238.18
					Total :	750.97
621587	10/25/2016	000766 PRUDENTIAL OVERALL SUPPLY	22308636	P-0000013416	SHOP RAGS	42.83
			22315732	P-0000013416	SHOP RAGS	42.83
					Total :	85.66
621588	10/25/2016	005591 RITE AID CORPORATION	89057-101216		FLU SHOTS FOR~	80.00
					Total :	80.00
621589	10/25/2016	004220 RIVERSIDE COUNTY TREASURER, DON 000311338			ANNUAL PROPERTY TAX~	3,600.84
					Total :	3,600.84
621590	10/25/2016	000266 ROBBINS & HOLDAWAY, A PROFESSION 32060			LEGAL SERVICES	3,158.77
					Total :	3,158.77
621591	10/25/2016	004562 ROGER E. FOX. M.D., FOX OCCUPATION 91378-73760			DMV MUNOZ~	876.00
					Total :	876.00

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621592	10/25/2016	004461 RYDIN DECAL	324827	P-0000013716	PARKING PERMITS FOR 2017	1,318.56
					Total :	1,318.56
621593	10/25/2016	001379 SAN BERNARDINO COUNTY, DENNIS DF	107378	P-0000013423	ASSESSOR PARCEL INFORMATION	2.00
					Total :	2.00
621594	10/25/2016	000875 SAN BERNARDINO VALLEY MWD	2944	P-0000013710	STATE WATER PROJECT WATER	59,200.00
					Total :	59,200.00
621595	10/25/2016	003881 SB CO PROFESSIONAL FIREFIGHTER	CLL01		FIREFIGHTER DUES FOR 100616 A	3,303.30
					Total :	3,303.30
621596	10/25/2016	000868 SBC TAX COLLECTOR	160215385		ANNUAL PROPERTY TAXES	18,105.38
					Total :	18,105.38
621597	10/25/2016	004455 SIEMENS INDUSTRY, INC	5610033335	P-0000013565	Contractual services for Fiscal Year	2,184.00
					Total :	2,184.00
621598	10/25/2016	000451 SITEONE LANDSCAPE SUPPLY	77718906 77826697 77840798	P-0000013425 P-0000013425 P-0000013425	LANDSCAPE MATERIALS AND SUP LANDSCAPE MATERIALS AND SUP LANDSCAPE MATERIALS AND SUP	51.83 136.97 31.97
					Total :	220.77
621599	10/25/2016	001131 SOUTH COAST A.Q.M.D.	3002736 3004416	P-0000013717	ICE & FUEL DISPENSING STATION FLAT FEE FOR LAST FISCAL YEAR	459.77 124.35
					Total :	584.12
621600	10/25/2016	001356 STAPLES BUSINESS ADVANTAGE	3317172493	P-0000013428	OFFICE SUPPLIES	71.69
					Total :	71.69
621601	10/25/2016	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	568023-1 568026-1 568132-1 568573-1 568582-1 568676-1 568790-1 568888-1	P-0000013432 P-0000013432 P-0000013432 P-0000013432 P-0000013432 P-0000013432 P-0000013432 P-0000013432	AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS	26.17 26.11 12.38 142.41 14.40 43.52 35.68 35.18

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621601	10/25/2016	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	(Continued)			
			568890-1	P-0000013432	AUTO PARTS	33.25
			568891-1	P-0000013432	AUTO PARTS	15.62
			569103-1	P-0000013432	AUTO PARTS	19.13
			569484-1	P-0000013432	AUTO PARTS	53.04
			569546-1	P-0000013432	AUTO PARTS	14.53
			569547-1	P-0000013432	AUTO PARTS	14.53
			569826-1	P-0000013432	AUTO PARTS	37.52
			569829-1	P-0000013432	AUTO PARTS	159.36
			569906-1	P-0000013432	AUTO PARTS	70.20
			569911-1	P-0000013432	AUTO PARTS	19.82
			569916-1	P-0000013432	AUTO PARTS	201.77
			569920-1	P-0000013432	AUTO PARTS	5.32
			569989-1	P-0000013432	AUTO PARTS	18.10
			570052-1	P-0000013432	AUTO PARTS	55.17
			570073-1	P-0000013432	AUTO PARTS	42.25
					Total :	1,095.46
621602	10/25/2016	005206 SWRCB-DWOCP	10		RENEWAL OF WATER DISTRIBUTIC	70.00
					Total :	70.00
621603	10/25/2016	002127 T. JARB THAIPEJR	628600471470		REIMBURSEMENT FOR COFFEE AI	40.90
					Total :	40.90
621604	10/25/2016	005590 THE LAW OFFICES OF C.R. ABRAMS	1		CANCELLATION OF COMMUNITY R	150.00
					Total :	150.00
621605	10/25/2016	000213 TIME WARNER	8448400530030597	P-0000013528	CITY HALL TV SERVICE	21.82
					Total :	21.82
621606	10/25/2016	005048 TRANS-WEST TRUCK CENTER LLC	TP232596		SWITCH MULTI FUNCTION	176.03
					Total :	176.03
621607	10/25/2016	001854 UNDERGROUND SERVICE ALERT OF	920160142	P-0000013439	DIG ALERT NOTIFICATION	106.50
					Total :	106.50
621608	10/25/2016	001885 VISTA PAINT CORPORATION	2016-085380-00	P-0000013474	PAINT SUPPLIES	119.22

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621608	10/25/2016	001885 001885 VISTA PAINT CORPORATION	(Continued)			Total : 119.22
621609	10/25/2016	001977 VULCAN MATERIALS	71257649	P-0000013440	ASPHALT MATERIAL	273.89
			71260309	P-0000013440	ASPHALT MATERIAL	72.76
			71265085	P-0000013440	ASPHALT MATERIAL	177.54
			71265086	P-0000013440	ASPHALT MATERIAL	502.67
			91254908	P-0000013440	ASPHALT MATERIAL	557.84
					Total :	1,584.70
621610	10/25/2016	001622 WILLDAN FINANCIAL SERVICES	010-32397	P-0000013567	LMD ENG RPT - PROF SRVS TO PR	1,545.20
			010-32398	P-0000013568	SLA ENG RPT - PROF SRVS TO PRI	1,692.85
					Total :	3,238.05
1000763895	10/6/2016	000773 P.E.R.S.	1000763895		HEALTH INSURANCE PREMIUM-OC	54,516.87
					Total :	54,516.87
1000766334	10/11/2016	000771 P.E.R.S.	1000766334		RETIREMENT CONTRIBUTIONS-09/	847.00
					Total :	847.00
1000766640	10/12/2016	000771 P.E.R.S.	1000766640/41/42/43		RETIREMENT CONTRIBUTIONS-9/1	44,434.07
					Total :	44,434.07
1000768633	10/18/2016	000773 P.E.R.S.	1000768633		HEALTH INSURANCE PREMIUM-NC	56,071.51
					Total :	56,071.51
1000769373	10/19/2016	000771 P.E.R.S.	1000769373/74/75/76		RETIREMENT CONTRIBUTIONS-10/	45,730.78
					Total :	45,730.78
117 Vouchers for bank code : bofa						Bank total : 595,106.53
117 Vouchers in this report						Total vouchers : 595,106.53

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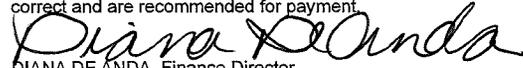
Voucher List
CITY OF LOMA LINDA
10/25/2016

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 260436, 365427, 521220,
621502-621610, 1000763895, 1000766334, 1000766640, 1000768633 & 10007969373 for a total
disbursement of \$ 595,106.53, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10/25/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

10/20/2016 PAYROLL \$267,792.50

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
387140	10/21/2016	001051 GATES CAPITAL CORP	2016102000260436	P-0000013684	1995 VAR. RATE WATER BONDS. REMA	3,166.10
					Total :	3,166.10
621611	10/25/2016	005391 SBSB-CENTRAL EXPLORERS POST508	REQUEST		EXPLORER PROGRAM REGISTRATION	1,119.26
					Total :	1,119.26
621612	10/25/2016	001730 AFLAC	438125		AFLAC PREMIUM OCT 2016	1,536.95
					Total :	1,536.95
621613	10/25/2016	004197 C.A.P.F.	NOV 2016		NOV 2016 LONG TERM DISABILITY	686.00
					Total :	686.00
621614	10/25/2016	004008 REPUBLIC SERVICES	SEPT 2016		SEPT 2016 COLLECTIONS	63,855.31
					Total :	63,855.31
621615	10/25/2016	000876 SAN BERNARDINO MUNICIPAL WATER	SEPT 2016		SEPT 2016 COLLECTIONS	247,418.87
					Total :	247,418.87
621616	10/25/2016	003833 ATKINSON, ANDESLON, LOYA, RUUD, & ROMK	507351	P-0000011822	PERSONNEL LEGAL SERVICES FY 14/1	6,644.50
					Total :	6,644.50
621617	10/27/2016	004865 MARIEL A. MUTYA	REQUEST		Reimbursement-Safe Food Handling Cert	22.00
					Total :	22.00
621618	10/27/2016	000857 S.B. CO OFC AUDITOR/CONTROLLER	SEPT 2016		09/16 PARKING CITE COLLECTIONS 14	1,837.50
					Total :	1,837.50
621619	10/27/2016	005502 FRONTIER COMMUNICATIONS	90979972570624145		PHONE SERVICE	38.80
					Total :	38.80
621620	10/27/2016	001154 VISION SERVICE PLAN - CA	121217870001		NOV 2016 VSP	982.18
					Total :	982.18
621621	10/27/2016	000203 CLINICAL LABORATORY OF	951584	P-0000013357	BLANKET PURCHASE ORDER	7,470.00
					Total :	7,470.00
12 Vouchers for bank code : bofa						Bank total : 334,777.47

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Voucher List
CITY OF LOMA LINDA
10/31/2016

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Bank code : bofa

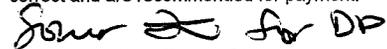
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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12 Vouchers in this report

Total vouchers : 334,777.47

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
387140, 621611 - 621621 for a total
disbursement of \$ 334,777.47, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
11/08/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

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Voucher List
CITY OF LOMA LINDA
11/08/2016

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621622	11/1/2016	005256 FLYERS ENERGY, LLC	16-341732	P-0000013469	FUEL	4,919.87
					Total :	4,919.87
621623	11/1/2016	004579 LCA BANK CORPORATION	3783589	P-0000013524	LEASE FOR PW ENG PRINTER/SCANNI	618.84
					Total :	618.84
621624	11/1/2016	005226 ABPA SO CALIFORNIA CHAPTER	REQUEST		KIRK MAYO & DENNIS BOLT REG ANNL	190.00
					Total :	190.00
621625	11/1/2016	003968 WINZER CORPORATION	5676961	P-0000013446	12 WHITE UTILITY MARKERS	108.25
					Total :	108.25
621626	11/1/2016	004803 CANNON PACIFIC SERVICES INC	141272	P-0000013502	CITY STREET SWEEPING SERVICES	3,200.00
					Total :	3,200.00
621627	11/1/2016	000808 UCR EXTENSION	REQUEST		E.AGUILAR/ D.DRUMMOND COURSE E	350.00
					Total :	350.00
621628	11/1/2016	000865 SN BERNARDINO CO SHERIFF DEPT	16023	P-0000013483	SAN BERNARDINO SHERIFF SERVICE	378,410.00
					Total :	378,410.00
621629	11/1/2016	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INS PREMIUM	56.34
					Total :	56.34
621630	11/1/2016	005502 FRONTIER COMMUNICATIONS	90979638380512785		PHONE SERVICE	122.50
					Total :	122.50
621631	11/1/2016	001118 DELTA DENTAL OF CALIFORNIA, CLIENT SERV	BE001893042		NOV 2016 DENTAL INS PREMIUM	2,054.73
					Total :	2,054.73
621632	11/1/2016	002888 DELTA DENTAL INSURANCE CO	BE001894401		NOV 2016 DENTAL INS PREMIUM	1,445.42
					Total :	1,445.42
621633	11/3/2016	001631 JEFF BENDER	REQUEST		CAL CHIEFS CONFERNECE REIMBURS	751.26
					Total :	751.26
621634	11/3/2016	004826 SAMILEY, RAMON	REQUEST		11/05/16 DANCE DJ SVCS	100.00

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Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621634	11/3/2016	004826 004826 SAMILEY, RAMON	(Continued)			Total : 100.00
621635	11/3/2016	005502 FRONTIER COMMUNICATIONS	90979981491108075		PHONE SERVICE	135.71
						Total : 135.71
621636	11/3/2016	005502 FRONTIER COMMUNICATIONS	90979914800723085		PHONE SERVICE	112.68
						Total : 112.68
621637	11/3/2016	005222 WEST COAST LIGHTS & SIRENS INC	13776	P-0000013589	EMERGENCY LIGHTING FOR ARV	467.82
						Total : 467.82
621638	11/8/2016	004554 ALTERNATIVE HOSE, INC	5639607 5640003	P-0000013343 P-0000013343	DISPOSABLE GLOVES PLUMBING MATERIALS	26.91 323.54
						Total : 350.45
621639	11/8/2016	005601 ANGEL VILLALPANDO	993761434		PREPAYMENT CREDIT ACCOUNT CLOS	100.00
						Total : 100.00
621640	11/8/2016	002254 ANIXTER INC	143-791660	P-0000013345	DATA PRODUCTS, CABLE, CONDUIT, EI	92.67
						Total : 92.67
621641	11/8/2016	002570 BARR DOOR INC.	26975	P-0000013347	DOOR REPAIR COMPANY	654.10
						Total : 654.10
621642	11/8/2016	001400 BOOT BARN 4 SAN BERNARDINO	IVC0087189 IVC0088558	P-0000013467 P-0000013467	ELI HERRERA JEANS & BOOTS WORK UNIFORMS	229.88 511.44
						Total : 741.32
621643	11/8/2016	004803 CANNON PACIFIC SERVICES INC	141467	P-0000013502	CITY STREET SWEEPING SERVICES	3,200.00
						Total : 3,200.00
621644	11/8/2016	003090 COMPRESSED AIR SPECIALTIES	30517 30518	P-0000013743 P-0000013743	ANNUAL MAINT TO BREATHING AIR SY ANNUAL MAINT TO BREATHING AIR SY	686.69 1,399.78
						Total : 2,086.47
621645	11/8/2016	002118 CONFIRE JPA	2017030	P-0000013550	CONFIRE SERVICES FOR FY 2017	20,724.14
						Total : 20,724.14

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621646	11/8/2016	000236 COSTCO WHOLESAL	4781128424	P-0000013475	WAREHOUSE GROCERY	422.97
			47813168109	P-0000013475	WAREHOUSE GROCERY	289.77
					Total :	712.74
621647	11/8/2016	001173 COUNTY OF SAN BERNARDINO, DEPT OF INF 19946			MHZ RADIO LABOR	123.95
					Total :	123.95
621648	11/8/2016	000954 CWEA-TCP	REQUEST		D.DRUMMOND CWEA RENEWAL	172.00
					Total :	172.00
621649	11/8/2016	001279 DAILY JOURNAL CORPORATION	2938124	P-0000013364	LEGAL ADVERTISING NOTICE INVITING	169.40
			2938127	P-0000013364	LEGAL ADVERTISING NOTICE INVITING	220.00
					Total :	389.40
621650	11/8/2016	005598 DAVID DAY	15712		REFUND BL#15712 OVERPAYMENT	116.00
					Total :	116.00
621651	11/8/2016	002238 DIB'S SAFE & LOCK SERVICE, DAVID CARTEF	145178	P-0000013468	SAFE AND LOCK SERVICES	129.45
			145712	P-0000013468	SAFE AND LOCK SERVICES	441.17
					Total :	570.62
621652	11/8/2016	005593 DINOSAUR TIRE & ROAD SRVS INC	108004	P-0000013724	TIRES FOR STREET VEHICLE ST577	573.96
			108013		TIRES	296.31
			108222	P-0000013725	TIRES FOR 2008 F-550	1,700.05
				P-0000013725		
					Total :	2,570.32
621653	11/8/2016	004949 EBENEZER DANIEL	993762643		PREPAYMENT CREDIT ACCOUNT CLOS	2.57
					Total :	2.57
621654	11/8/2016	000325 EWING IRRIGATION PRODUCTS	2330490	P-0000013371	IRRIGATION SUPPLIES	263.74
					Total :	263.74
621655	11/8/2016	001521 FACILITIES PROTECTION SYSTEMS, INTELLIK	53752		FIRE ALARM SERVICE	380.00
					Total :	380.00
621656	11/8/2016	000336 FEDEX	5-578-56598		COURIER SERVICE	22.07
			5-584-93610		COURIER SERVICE	23.33

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621656	11/8/2016	000336	000336 FEDEX		(Continued)	Total : 45.40
621657	11/8/2016	003197	FIRE APPARATUS SOLUTIONS	10714 10715 10716	P-0000013372 LADDER TESTING AND APPARATUS SE P-0000013744 REPAIR & SERVICE TO 2006 SMEAL P-0000013372 LADDER TESTING AND APPARATUS SE	5,752.46 7,623.12 1,651.19 Total : 15,026.77
621658	11/8/2016	000973	FIREHOUSE MAGAZINE	1103211847	SUBSCRIPTION GILLETTE	29.95 Total : 29.95
621659	11/8/2016	005256	FLYERS ENERGY, LLC	16-344694 16-352349	P-0000013469 FUEL P-0000013469 FUEL	1,686.58 1,289.74 Total : 2,976.32
621660	11/8/2016	002038	GLENN B DORNING, INC	00241522200	TRACTOR PARTS	102.36 Total : 102.36
621661	11/8/2016	005255	GOPHER PATROL	199588	P-0000013587 Gopher Control Services performed	135.00 Total : 135.00
621662	11/8/2016	000389	GRAINGER, INC	9231508541 9231508541	P-0000013374 INDUSTRIAL SUPPLIES P-0000013374 INDUSTRIAL SUPPLIES P-0000013374	-64.75 78.80 Total : 14.05
621663	11/8/2016	004460	GREG JOHNSON, JOHNSON EQUIPMENT CO	3570	REPAIR HAVIS DOCKING STATION	282.86 Total : 282.86
621664	11/8/2016	002484	HAAKER EQUIPMENT CO	W43911	P-0000013738 REPLACE TUBE ASSEMBLIES ON VAC1	550.18 Total : 550.18
621665	11/8/2016	000402	HACH COMPANY	10160013	P-0000013460 SEWER FLOW METER MONITORING SI	1,000.00 Total : 1,000.00
621666	11/8/2016	003433	HD SUPPLY WATERWORKS, LTD	G272339	P-0000013378 WATER PARS AND MATERIALS FOR RE	198.45 Total : 198.45
621667	11/8/2016	005244	HHS CONSTRUCTION, INC.	54386	P-0000013682 EMERGENCY TROUBLESHOOTING SEI	960.00

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621667	11/8/2016	005244 005244 HHS CONSTRUCTION, INC.	(Continued)			Total : 960.00
621668	11/8/2016	000442 HUB CONSTRUCT SPECIALTIES, INC	B08017797	P-0000013380	SAND BAGS	124.60
						Total : 124.60
621669	11/8/2016	000480 INLAND WATER WORKS SUPPLY	288356 288357	P-0000013383 P-0000013383	WATER PARTS AND MATERIALS FOR R WATER PARTS AND MATERIALS FOR R	194.85 187.27
						Total : 382.12
621670	11/8/2016	005144 JAMES HUSS JR., WEST SWPPP SERVICES	16011 16013 16014 16015 16016 16017 16018 16019 16020 16021 16022 16023 16024 16025	P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714 P-0000013714	FALL 2016 & SPRIN 2017 WEED ABATEI FALL 2016 & SPRIN 2017 WEED ABATEI	140.00 140.00 140.00 70.00 70.00 140.00 140.00 248.00 140.00 70.00 315.00 420.00 350.00 1,905.00
						Total : 4,288.00
621671	11/8/2016	005599 JEAN-PIERRE SANSONE	13021		REFUND BL #13021 OVERPAYMENT	89.00
						Total : 89.00
621672	11/8/2016	001335 JOHNSON MACHINERY CO.	PC001424881	P-0000013703	SERVICE MANUALS FOR BACKHOES &	4,618.83
						Total : 4,618.83
621673	11/8/2016	005597 KALISKA MONTICUE	993761779		REFUND OVERPAY CLOSED ACCT 993	55.67
						Total : 55.67
621674	11/8/2016	001242 KATHLEEN MCGRADY, FAILSAFE TESTING	8700	P-0000013739	ANNUAL INSPECTION ON 2006 75' SME	650.00
						Total : 650.00
621675	11/8/2016	004564 KTS NETWORKS, INC.	92113	P-0000013704	SHORETEL PHONE REPLACEMENTS	1,392.38

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621675	11/8/2016	004564 KTS NETWORKS, INC.	(Continued)	P-0000013704		
					Total :	1,392.38
621676	11/8/2016	005375 LEVEL 3 COMMUNICATIONS, LLC	47227963 47791643	P-0000013556 P-0000013555	LLCCP CITY PHONE SERVICE LEVEL 3 - CITY INTERNET	302.63 4,757.23
					Total :	5,059.86
621677	11/8/2016	005602 LISA D. ALVAREZ	363302101		ACCOUNT CLOSED REFUND PREPAYM	66.44
					Total :	66.44
621678	11/8/2016	000566 LOMA LINDA ANIMAL HOSPITAL	1	P-0000013400	ANIMAL EMERGENCY SERVICES	89.50
					Total :	89.50
621679	11/8/2016	002045 LOMA LINDA HEATING & AIR, CONDITIONING, 20521		P-0000013745	REPAIR AC FOR STATION 1 DORM	1,193.00
					Total :	1,193.00
621680	11/8/2016	001733 LOWE'S COMPANIES, INC.	16264 25689 25851 27685 65349024 85739911 925174	P-0000013477 P-0000013477 P-0000013477 P-0000013477 P-0000013477 P-0000013477 P-0000013477	IMPROVEMENT SUPPLIES AND MATER IMPROVEMENT SUPPLIES AND MATER PAINT SUPPLIES	4.08 54.98 29.20 13.00 -3.25 -13.00 9.29
					Total :	94.30
621681	11/8/2016	004872 MAIL FINANCE INC, A NEOPOST USA COMPAN	N6207811	P-0000013611	FY 16-17 Lease IS440 Mail System w/	524.37
					Total :	524.37
621682	11/8/2016	003470 MISSION LANE MAINTENCE - 618, C/O UNION	00027526	P-0000013461	City's share of the annual maintenance	831.00
					Total :	831.00
621683	11/8/2016	002876 MOORE, IACOFANO, GOLTSMAN, INC	0046098	P-0000011991	CONSULTANT SERVICES - DEVELOPMI	903.00
					Total :	903.00
621684	11/8/2016	000677 NFPA	6814890X		MEMBERSHIP RENEWAL FOR BENDER	175.00
					Total :	175.00

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621685	11/8/2016	001613 OFFICE DEPOT, INC	871644299001	P-0000013407	OFFICE SUPPLIES	203.82
Total :						203.82
621686	11/8/2016	005276 O'REILLY AUTO PARTS	3064-241298	P-0000013406	AUTO PARTS AND SUPPLIES	48.59
Total :						48.59
621687	11/8/2016	005511 PARTS AUTHORITY	003752	P-0000013411	AUTO PARTS AND SUPPLIES	-87.83
			003903	P-0000013411	AUTO PARTS AND SUPPLIES	-77.76
			003930	P-0000013411	AUTO PARTS AND SUPPLIES	-34.84
			023426	P-0000013411	AUTO PARTS AND SUPPLIES	87.83
			023427	P-0000013411	AUTO PARTS AND SUPPLIES	19.06
			024300	P-0000013411	AUTO PARTS AND SUPPLIES	73.60
			024302	P-0000013411	AUTO PARTS AND SUPPLIES	45.18
			026709	P-0000013411	AUTO PARTS AND SUPPLIES	83.92
			026710	P-0000013411	AUTO PARTS AND SUPPLIES	87.83
			026711	P-0000013411	AUTO PARTS AND SUPPLIES	105.30
			13411	P-0000013411	AUTO PARTS AND SUPPLIES	34.84
			650768	P-0000013411	AUTO PARTS AND SUPPLIES	238.18
Total :						575.31
621688	11/8/2016	004094 PAUL LEMAY, LEMAY CONSTRUCTION	2308	P-0000013746	INSTALL FIRE BELL SYSTEM AT C FISK	560.00
Total :						560.00
621689	11/8/2016	001592 PHOENIX GROUP INFORMATION SYST	0920161143	P-0000013413	PARKING CITATION DELIQUENT NOTIC	62.25
			092016143	P-0000013413	PARKING CITATION DELIQUENT NOTIC	528.30
Total :						590.55
621690	11/8/2016	005594 RAILPROS FIELD SERVICES	W158631610	P-0000013727	FLAG MEN FOR BENTON STORM DRAI	10,587.50
Total :						10,587.50
621691	11/8/2016	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	919-16	P-0000013420	WELL AND BOOSTER SERVICE REPAIR	583.76
Total :						583.76
621692	11/8/2016	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	52676	P-0000013749	AUDIT SERVICES	16,735.00
Total :						16,735.00
621693	11/8/2016	000320 SAN BERNARDINO CO FIRE DEPT	116891	P-0000013740	CUPA PERMITS	521.00

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621693	11/8/2016	000320 000320 SAN BERNARDINO CO FIRE DEPT	(Continued)			Total : 521.00
621694	11/8/2016	003698 SCOTT ZEHM, 2 KOI GUYS	101916	P-0000013497	CITY FOUNTAIN MAINTENANCE	125.00
						Total : 125.00
621695	11/8/2016	004455 SIEMENS INDUSTRY, INC	5620014040	P-0000013646	MISC REPAIRS TO TRAFFIC SIGNALS F	3,137.21
						Total : 3,137.21
621696	11/8/2016	000451 SITEONE LANDSCAPE SUPPLY	78218043 78223010	P-0000013425 P-0000013425	LANDSCAPE MATERIALS AND SUPPLIE LANDSCAPE MATERIALS AND SUPPLIE	315.90 58.87
						Total : 374.77
621697	11/8/2016	001131 SOUTH COAST A.Q.M.D.	3008665 3010080	P-0000013736 P-0000013736	ANNUAL EMISSION FEES FOR PW FAC ANNUAL EMISSION FEES FOR PW FAC	459.77 124.35
						Total : 584.12
621698	11/8/2016	001356 STAPLES BUSINESS ADVANTAGE	8041448698	P-0000013428	PAPER, COUNTER PENS, TISSUES	138.42
						Total : 138.42
621699	11/8/2016	005561 STATEWIDE TRAFFIC SAFETY, & SIGNS	13001145	P-0000013692	TRAFFIC SIGNS	713.92
						Total : 713.92
621700	11/8/2016	001799 STRADLING, YOCOA, CARLSON, & RAUTH	022017 0094 200371		LEGAL SERVICES LEGAL SERVICES	1,555.90 6,182.30
						Total : 7,738.20
621701	11/8/2016	005207 SWRCB ACCOUNTING OFFICE, DRINKING WA	LW-1007738	P-0000013731	LG WATER SYSTEM FEES JULY 2015-J	3,326.19
						Total : 3,326.19
621702	11/8/2016	005206 SWRCB-DWOCP	REQUEST REQUEST		M.MOSQUEDA WATER DIST CERT REN D.DRUMMOND WATER DIST GRADE 2 I	70.00 80.00
						Total : 150.00
621703	11/8/2016	002127 T. JARB THAIPEJR	REQUEST		REIMBURSEMENT E-WASTE EVENT ME	93.01
						Total : 93.01
621704	11/8/2016	000213 TIME WARNER	8448400530020150 8448400530212906	P-0000013527 P-0000013527	LLFD TV CABLE SERVICE LLFD TV CABLE SERVICE	78.10 12.63

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
621704	11/8/2016	000213 000213 TIME WARNER	(Continued)			Total : 90.73
621705	11/8/2016	005592 TOTAL COMFORT INC.	B16-000-315		REFUND OVERPAY ON B16-000-315	53.85
						Total : 53.85
621706	11/8/2016	004936 TRAFFIC MANAGEMENT INC	315419	P-0000013438	SIGNS AND TRAFFIC SAFETY EQUIPMI	390.13
						Total : 390.13
621707	11/8/2016	004030 US TRONICS	M-12267SP16	P-0000013547	EOC SATELLITE SERVICE FOR 3 PHON	149.85
						Total : 149.85
621708	11/8/2016	005603 UTILITY CRANE & EQUIPMENT INC	0322921 0322922		ANNUAL INSPECTION MAINTENANCE	300.00 165.10
						Total : 465.10
621709	11/8/2016	001885 VISTA PAINT CORPORATION	2016-098538-00 2016-121156-00	P-0000013474 P-0000013474	PAINT SUPPLIES PAINT SUPPLIES	114.38 60.88
						Total : 175.26
621710	11/8/2016	005127 VOLOGY, INC.	INV405330 INV410527	P-0000013519 P-0000013702	HP HARDWARE AND ONSITE SUPPOR REPLACEMENT DESKTOP COMPUTER	5,585.63 783.00
						Total : 6,368.63
621711	11/8/2016	001977 VULCAN MATERIALS	71277589	P-0000013440	ASPHALT MATERIAL	668.12
						Total : 668.12
621712	11/8/2016	001919 WILLDAN	002-17197 002-17198	P-0000013444 P-0000013444	BUILDING INSPECTION/PLAN CHECK S BUILDING INSPECTION/PLAN CHECK S	15,066.30 420.00
						Total : 15,486.30
621713	11/8/2016	003968 WINZER CORPORATION	5699893 5699895	P-0000013446 P-0000013446	MARKING PAINT, NUTS, AND BOLTS MARKING PAINT, NUTS, AND BOLTS	190.94 123.91
						Total : 314.85
621714	11/8/2016	004353 WITTMAN ENTERPRISES, LLC	092016	P-0000013569	EMS BILLING FY 2017	1,195.23
						Total : 1,195.23
93 Vouchers for bank code : bofa						Bank total : 540,296.74

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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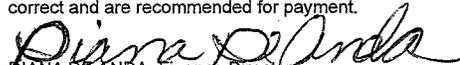
93 Vouchers in this report

Total vouchers : 540,296.74

11/03/2016 PAYROLL \$251,916.34

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
621622 through 621714 for a total
disbursement of \$ 540,296.74, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
11/08/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of October 11, 2016

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of October 11, 2016

City of Loma Linda

City Council Minutes

Regular Meeting of October 11, 2016

A regular meeting of the City Council was called to order by Mayor Rigsby 7:03 p.m., Tuesday, October 11, 2016, 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
Councilman Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

The invocation and Pledge of Allegiance was led by Mayor pro tempore Dupper. No items were added or deleted; no public participation comments were offered; and no conflicts of interest were noted.

The City Council recessed to allow completion of the Successor Agency Agenda and reconvened at 7:25 p.m. with all members present.

Scheduled And Related Items

CC-2016-092 – Certificate of Appreciation – Capt. Steve Dorsey of the San Bernardino County Sheriff's Department

Mayor Rigsby called Capt. Dorsey forward and summarized the Certificate, noting that as of October 15, Capt. Dorsey would be promoting to Deputy Chief and would be overseeing the Valley/Mountain Patrol Bureau.

Capt. Dorsey acknowledged City Council and Staff and spoke briefly about his five-year tenure with the City. He then introduced Capt. Hector Gomez and Lt. Walker, assigned to Loma Linda.

City Manager Thaipejr presented Capt. Dorsey with a cartoon depiction of various County sites.

CC-2016-093 - Public Hearing - Council Bill #O-2016-04 (First Reading/Set the Second Reading for November 8, 2016) Amending and adopting the Building Code comprised of the following Codes

- a. 2016 California Building Code based on the 2015 International Building Code
- b. 2016 California Existing Building Code base on the 2015 International Existing Building Code
- c. 2016 California Residential Code based on the 2015 International Residential Code
- d. 2016 California Green Building Standards Code
- e. 2016 California Electrical Code based on the 2014 National Electrical Code
- f. 2016 California Plumbing Code based on the 2015 Uniform Plumbing Code
- g. 2016 California Mechanical Code based on the 2015 Uniform Mechanical Code
- h. 2015 International Property Maintenance Code

The public hearing was opened and Patrick Johnson of Willdan Engineering presented the report into evidence, stating that every jurisdiction is required to adopt the Codes every three years and make amendments to the codes that are reasonably necessary because of local climatic, geological or topographical conditions. The titles of the Code explain its contents; the Green Building Standards Code addresses such issues as site development, water savings, recycling, material selection, moisture control, interior and exterior air quality. The Codes become effective January 1, 2017.

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

Motion by Popescu, seconded by Dupper and unanimously carried to introduce Council Bill #O-2016-04 on First Reading and to set the Second Reading and Roll Call Vote for November 8.

CC-2016-094 - Public Hearing - California Fire Code

- a. Council Bill #O-2016-07 - (First Reading/Set the Second Reading for November 8, 2016) – 2016 California Fire Code based on the 2015 International Fire Code
- b. Council Bill #R-2016-40 - Adopting findings relating to the adoption of the 2016 California Fire Code
- c. **Public Hearing** - Council Bill #O-2016-08 (First Reading/Set the Second Reading for November 8, 2016) – Adopting the 2015 International Wildland Urban Interface Code

The public hearing was opened and Fire Marshal Bradfield presented the report into evidence, stating that every three years, the International Fire Code is revised and then reviewed by the California Fire Marshals. Each city is to make amendments peculiar for its jurisdiction, which amendments take effect upon filing along with the applicable findings, with the California Building Standards Commission. The State Fire Code regulates occupancies/buildings.

The proposed resolution adopts findings relating to the 2016 California Fire Code which specifically address climate, geologic and topographical conditions.

Chief Bender called attention to the portion of the Code addressing photovoltaic standards, noting that the City has been operating under the State Fire Code; however the proposed ordinance will now bring those regulations into the Municipal Code.

Mr. Bradfield went on to address the International Wildland Urban Interface Code which addresses areas commonly known as Hazardous Fire Areas and provides regulations and requirements particularly for those areas in Loma Linda, a portion of which is commonly known as the South Hills to safeguard persons and property.

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

Motion by Popescu, seconded by Dailey and unanimously carried to introduce Council Bill #O-2016-07 and #O-2016-08 on First Reading and to set the Second Reading for November 8; and to adopt Council Bill #R-2016-40.

Resolution No. 2914

A Resolution of the City Council of the City of Loma Linda to comply with the State of California Health and Safety Code Sections 17958, 17958.5 and 17958.7 relating to the adoption of the 2016 edition of the California Fire Code

CC-2016-095 - Consent Calendar

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

The Demands Register dated September 27, 2016 with commercial demands totaling \$1,178,399.10 and payroll demands for September 8 totaling \$266,977.54 and for September 22 totaling \$256,348.67/

The Demands Register dated September 30, 2016 with commercial demands totaling \$570,324.90.

The Demands Register dated October 11, 2016 with commercial demands totaling \$764,782.10 and payroll demands for October 6 totaling \$292,358.57.

The Minutes of September 13, 20 and 27, 2016 as presented.

The September 2016 Treasurer's Report for filing.

The September 2016 Fire Department Report for filing.

Appropriation of \$10,000 for legal services related to Loma Linda Connected Community Program (LLCCP).

Appropriation of \$29,200 for August and September 2016 for support services provided for LLCCP.

Award of contract to furnish and install a prefabricated restroom at Hulda Crooks Park to Public Restroom Company of Minden, NV for \$119,322.00; approved a contingency amount of \$12,000; City Staff to provide project management, site preparation including building pad, foundation work and utility installation.

Award of contract for Annual Tree Trimming Citywide to West Coast Arborist, Inc. of Anaheim in an amount not to exceed \$20,000.00; authorized a contingency allocation of \$2,000.00; City Staff to provide project management.

Amended the Miscellaneous Compensation Plan to include a Job Description for the Parking Enforcement/Animal Control Officer and adopted Council Bill #R-2016-41.

Resolution No. 2915

A Resolution of the City Council of the City of Loma Linda, California, adopting the Miscellaneous and Safety Compensation Plans as one document pursuant to California Code of Regulations §570.5

Request from Southern California Conference of Seventh Day Adventists for City water and sewer service for property located within the City's Sphere of Influence, but outside of the incorporated City boundaries (Korean Church) and approved an Irrevocable Agreement to Annex to the City of Loma Linda.

VA Medical Center Contract for Fire Services for the period of October 1, 2016-September 30, 2017.

Old Business

CC-2016-096 - Council Bill #O-2016-04 (Second Reading/roll Call Vote) – Pre-Zoning 15-045, establishing single-family residential (R-1) for 39 acres; Multi-/family Residential (R-3) for 18 acres; Institutional (I) for 13 acres, and General Business (C-2) for approximately 10 acres.

Motion by Popescu, seconded by Dupper and unanimously carried to waive reading of Council Bill #O-2016-04 in its entirety; direct the Clerk to read by title only and call the roll.

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

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

Ordinance No. 734

An Ordinance of the City Council of the City of Loma Linda modifying the Official Zoning Map of the City of Loma Linda to prezone an area generally located east of California Street, south and west of the Mission Zanja Creek, west of Nevada Street and north of Barton Road to Single Family Residence (R-1) Zone for 39 acres, Multi Family Residence (R-3) Zone for 18 acres, Institutional (I) for 13 acres and General Business (C-2) for 10 acres, for the purpose of future annexation of the unincorporated area into the City of Loma Linda City Limits

CC-2016-097 - Council Bill #O-2016-05 – (Second Reading/Roll Call Vote) – Amending Chapter 10.26 relating to effective period of the Parking Permit

Motion by Popescu, seconded by Lenart and unanimously carried to waive reading of Council Bill #O-2016-05 in its entirety; direct the Clerk to read by title only and call the roll.

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

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

Ordinance No. 735

An Ordinance of the City Council of the City of Loma Linda amending Chapter 10.26 of the Loma Linda Municipal Code relating to the effective period of a Parking Permit

Reports of Councilmen

Councilman Popescu reported on a recent get-together with students and LLUH President Hart and the impact City Council decisions may have on students; State of the Community Luncheon sponsored by the Loma Linda Chamber of Commerce; and the Ribbon Cutting Ceremony for the VA Outpatient Clinic on Redlands Boulevard.

The meeting adjourned at 7:59 p.m.

Approved at the meeting of _____, 2016.

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: November 8, 2016

TO: City Council

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

SUBJECT: Approve an Appropriation of \$25,000 and Authorize Staff to Solicit Bids of Street Light Standards.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of \$25,000 from General Fund Reserve balance into expenditure account 01-3030-8220, Machinery & Equipment, and authorize City staff to solicit bids for the purchase of up to nine (9) street light standards.

BACKGROUND

From time to time street lights are knocked down, usually by errant drivers. Most of these occasions are covered by the owner's automobile insurance. In an effort to be efficient and economical, we group together the street light standards for larger purchases once or twice a year.

ANALYSIS

Currently, we have six (6) locations where street lights have been knocked down. Additionally, City Council has indicated a need for three (3) new locations on the north side of Newport Avenue east of the Post Office. City forces will prepare the footings and bases for all locations and require the vendor to install each street light standard. Therefore, the cost per pole will include crane and operator needed for each installation. Staff will then complete the wiring, energizing, and lighting installation.

FINANCIAL IMPACT

Appropriate \$25,000 from General Fund Reserve balance into expenditure account 01-3030-8220, Machinery & Equipment.



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016

TO: City Council

FROM:

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

SUBJECT:

Award Contract for Anderson Street Pavement Rehabilitation from Court Street to Stewart Street. (CIP 16-173)

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

It is recommended that the City Council award the contract for the construction of the subject project to Matich Corporation of Highland in the amount of \$257,035.90; for survey monument preservation to Joseph E. Bonadiman & Associates, Inc. of San Bernardino in an amount not to exceed \$2,500.00; and approve a contingency amount of \$56,000. Additionally, City Council directs staff to negotiate with Matich Corporation to increase the units of work by 25% to include the rehabilitation of Loma Linda Drive from Barton Road to the south property line of the Civic Center. City staff will provide construction management services, including construction inspection.

BACKGROUND:

City staff is constantly monitoring infrastructure for signs of aging. The recent improvements to the I-10 interchange at Anderson Street have been completed. The southerly construction limit for that project was Court Street. The City Council approved Capital Improvement Project list includes the pavement rehabilitation of Anderson Street from Court Street to Stewart Street.

ANALYSIS:

Five (5) bids were received and opened on November 1, 2016 for this work. Bids ranged from a low of \$257,035.90 to a high of \$314,239.13 (see attached). The low bidder, Matich Corporation of Highland, has been checked for references and license. 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. Additionally, the favorable bid allows for addressing needed pavement rehabilitation on Loma Linda Drive from Barton Road to the southerly end of the Civic Center. Therefore, Staff recommends an allocation of up to \$64,260.00 ($\pm 25\%$ of contract) for such circumstances.

FINANCIAL IMPACT:

Adequate funding is available in Account Nos. 26-5340-1892, Measure I.

CC AGENDA ITEM 6

City of Loma Linda

Anerson St. Pavement Rehabilitation 2016

Bid Opening on November 8, 2016

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Matich Corp.		All American Asphalt	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$10,000.00	\$10,000.00	\$21,500.00	\$21,500.00	\$8,800.00	\$8,800.00
2	Traffic Control	L.S.	1	\$8,500.00	\$8,500.00	\$8,200.00	\$8,200.00	\$23,000.00	\$23,000.00
3	Colding Milling 0.1" Thick	S.Y.	3,380	\$2.00	\$6,760.00	\$2.10	\$7,098.00	\$3.20	\$10,816.00
4	Colding Milling 0.2" Thick	S.Y.	3,510	\$3.00	\$10,530.00	\$3.50	\$12,285.00	\$3.00	\$10,530.00
5	ARHM Pavement	TON	2,000	\$110.00	\$220,000.00	\$70.00	\$140,000.00	\$70.00	\$140,000.00
6	A.C. Pavement	TON	500	\$100.00	\$50,000.00	\$85.00	\$42,500.00	\$95.00	\$47,500.00
7	Adjust MH to grade	EA.	6	\$700.00	\$4,200.00	\$825.00	\$4,950.00	\$850.00	\$5,100.00
8	Traffic Signal Loop	EA.	32	\$500.00	\$16,000.00	\$250.00	\$8,000.00	\$210.00	\$6,720.00
9	Adjust water valve to grade	EA.	5	\$350.00	\$1,750.00	\$300.00	\$1,500.00	\$600.00	\$3,000.00
10	12" cross walk, A20E	L.F.	204	\$1.50	\$306.00	\$1.50	\$306.00	\$1.50	\$306.00
11	4" wide white stripe	L.F.	174	\$1.20	\$208.80	\$0.30	\$52.20	\$0.50	\$87.00
12	Detail 21, Double Yellow	L.F.	4,254	\$0.70	\$2,977.80	\$0.90	\$3,828.60	\$1.00	\$4,254.00
13	Detail 9, Lane line	L.F.	5,230	\$0.40	\$2,092.00	\$0.45	\$2,353.50	\$0.50	\$2,615.00
14	Detail 38, Channelizing line	L.F.	358	\$0.50	\$179.00	\$0.85	\$304.30	\$1.00	\$358.00
15	Detail 39, Bike lane	L.F.	5,106	\$0.55	\$2,808.30	\$0.55	\$2,808.30	\$1.00	\$5,106.00
16	"Bike lane" and symbol	EA.	9	\$200.00	\$1,800.00	\$31.00	\$279.00	\$31.00	\$279.00
17	Type IV Arrows	EA.	9	\$100.00	\$900.00	\$21.00	\$189.00	\$21.00	\$189.00
18	Type VII Arrows	EA.	2	\$100.00	\$200.00	\$31.00	\$62.00	\$31.00	\$62.00
19	12' Wide Yellow X-Walk	EA.	4	\$250.00	\$1,000.00	\$205.00	\$820.00	\$206.00	\$824.00
				TOTAL	\$340,211.90		\$257,035.90		\$269,546.00

City of Loma Linda

ITEM	Copp Contracting Inc.		Hardy & Harper, Inc.		El Camino Asphalt	
	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	\$12,000.00	\$12,000.00	\$9,608.66	\$9,608.66	\$10,000.00	\$10,000.00
2	\$9,300.00	\$9,300.00	\$30,000.00	\$30,000.00	\$3,000.00	\$3,000.00
3	\$3.33	\$11,255.40	\$2.00	\$6,760.00	\$1.78	\$6,016.40
4	\$3.90	\$13,689.00	\$3.00	\$10,530.00	\$3.25	\$11,407.50
5	\$81.81	\$163,620.00	\$76.00	\$152,000.00	\$94.40	\$188,800.00
6	\$70.88	\$35,440.00	\$76.00	\$38,000.00	\$135.70	\$67,850.00
7	\$800.00	\$4,800.00	\$600.00	\$3,600.00	\$1,300.00	\$7,800.00
8	\$215.00	\$6,880.00	\$255.00	\$8,160.00	\$200.00	\$6,400.00
9	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$420.00	\$2,100.00
10	\$1.50	\$306.00	\$2.00	\$408.00	\$1.47	\$299.88
11	\$0.31	\$53.94	\$0.39	\$67.86	\$0.34	\$59.16
12	\$0.88	\$3,743.52	\$0.88	\$3,743.52	\$0.87	\$3,700.98
13	\$0.42	\$2,196.60	\$0.42	\$2,196.60	\$0.40	\$2,092.00
14	\$0.83	\$297.14	\$1.00	\$358.00	\$0.84	\$300.72
15	\$0.57	\$2,910.42	\$0.56	\$2,859.36	\$0.59	\$3,012.54
16	\$31.00	\$279.00	\$39.00	\$351.00	\$33.33	\$299.97
17	\$22.00	\$198.00	\$39.00	\$351.00	\$22.22	\$199.98
18	\$31.00	\$62.00	\$39.00	\$78.00	\$50.00	\$100.00
19	\$210.00	\$840.00	\$222.00	\$888.00	\$200.00	\$800.00
		\$270,371.02		\$272,960.00		\$314,239.13



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016

TO: City Council

FROM: Konrad Bolowich, Community Development Director

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #R-2016-42 pertaining to distribution of ad valorem taxes pursuant to Section 99 of the Revenue and Taxation Code re Annexation of 80 acres on the east and west sides of California Street between New Jersey Street, Citrus Avenue and Orange Street

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2016-42 regarding the exchange of property tax revenues pertaining to the annexation of the Orchard Heights Development (LAFCO #3214.

BACKGROUND

As part of the annexation process, a re-distribution of property taxes occurs when an area of unincorporated territory is annexed to a city. In 1980, the County and Cities agreed upon a formula for distribution of taxes relating to the value of the functions being taken over by the City as well as revenue received by agencies while the property was in unincorporated territory.

The reorganization includes annexation to the City of Loma Linda and detachment from San Bernardino County Fire Protection District and its Valley Service Zone and County Service Area 70.

ANALYSIS

It is anticipated that completion of the annexation process will occur prior to 2016 year end.

ENVIRONMENTAL

Not applicable.

FINANCIAL IMPACT

Additional Revenue based upon the formula for property tax transfers.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, DETERMINING THE AMOUNT OF PROPERTY TAX REVENUES TO BE EXCHANGED BETWEEN AND AMONG THE COUNTY OF SAN BERNARDINO AND THE CITY OF LOMA LINDA RESULTING FROM THE JURISDICTIONAL CHANGE DESCRIBED BY LAFC NO. 3214 (80 ACRES ON THE EAST AND WEST SIDES OF CALIFORNIA STRET BETWEEN NEW JERSEY STREET, CITRUS AVENUE AND ORANGE STREET)

Section 1. The City Council of the City of Loma Linda hereby finds and determines that:

A. Pursuant to Section 99 of the Revenue and Taxation Code, prior to the issuance of a certificate of filing by the Local Agency Formation Executive Office, the governing bodies of all local agencies whose service area or service responsibilities will be altered by a proposed jurisdictional change shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies.

B. The City council of the City of Loma Linda and the Board of Supervisors of the County of San Bernardino have determined the amount of property tax revenues to be exchanged as a result of the following jurisdictional change:

LAFC 3214

Section 2. The City Council of the City of Loma Linda hereby resolves and orders that:

A. The negotiated exchange of property tax revenues between the County of San Bernardino and the City of Loma Linda, attached hereto as Exhibit "A" and incorporated herein by reference, resulting from the above-described jurisdictional change, is approved and accepted.

B. The annual tax increment generated in the area subject to the jurisdictional change and attributable to the local agencies whose service area or service responsibilities will be altered by the proposed jurisdictional change shall be allocated in future years pursuant to the provisions of Section 98 of the Revenue and Taxation Code.

Section 3. The City Clerk of the City of Loma Linda is hereby directed to certify to the passage of this resolution and to cause a certified copy to be sent to the Executive Officer of the Local Agency Formation Commission of the County of San Bernardino.

PASSED, APPROVED AND ADOPTED this 8th day of November 2016 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb, City Clerk

LAFCO 3214: Reorganization to include Annexation to the City of Loma Linda and Detachment from San Bernardino County Fire Protection District and Its Valley Service Zone and County Service Area 70 (California Street Island)

Rev% in Major TRA: 0.15482052

FY 2016-17

			104073		104100		GRAND TOTAL	
RDA Project Name			N/A		INLAND VALLEY RDA			
RDA Project			N/A		RR98-RG04			
Assessed Value			\$ 7,272,786		\$ 11,595,040		\$ 18,867,826	
RDA Increment			\$ -		\$ (3,567,165)		\$ (3,567,165)	
Net Value After RDA / TRA Frozen Base			\$ 7,272,786		\$ 15,162,205		\$ 22,434,991	
Tax Revenue			\$ 72,728		\$ 115,950		\$ 188,678	
			1% of Assessed Value		1% of Assessed Value		1% of Assessed Value	
Agency	A/T	County Agencies	Tax Distribution %	Tax Revenue	Tax Distribution %	Tax Revenue	GRAND TOTAL	
PI739DYL			PI739DYL	(Tax Dist) x (Tax Rev)	PI739DYL	(Tax Dist) x (Tax Rev)	(Tax Dist) x (Tax Rev)	
AB01	GA01	COUNTY GENERAL FUND	15.531525%	11,296	15.482052%	17,952		29,247
BF03	GA01	FLOOD CONTROL ZONE 3	2.718768%	1,977	2.710240%	3,143		5,120
BF08	GA01	FLOOD CONTROL ADMIN 3-6	0.093893%	68	0.093623%	109		177
BL01	GA01	COUNTY FREE LIBRARY	1.504050%	1,094	1.499019%	1,738		2,832
County Agencies				14,435		22,941		37,376
Agency			Other Affected Agencies					
UD50	GA01	CSA 70	0.000000%	-	0.000000%	-		-
UF01	GA01	SAN BDNO CNTY FIRE - VALLEY SERVICE	12.624374%	9,181	12.584842%	14,592		23,774
UF01	GA05	SAN BDNO CNTY FIRE - ADMIN	2.788616%	2,028	2.779762%	3,223		5,251
WR04	GL01	INLAND EMPIRE JT RESOURCE CONS DIST	0.034872%	25	0.202692%	235		260
WT01	GL01	SAN BDNO VALLEY WATER CONS DIST	0.030765%	22	0.178788%	207		230
WU23	GA01	SAN BERNARDINO VALLEY MUNI WATER	2.809125%	2,043	2.800397%	3,247		5,290
Other Agencies				13,300		21,505		34,805
Total Revenue				27,735		44,446		72,181



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.
SUBJECT: Notice of Completion for Benton Street at UPRR Storm Drain
(CIP 10-406)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On July 12, 2016, City Council awarded the contract to Weka, Inc. of Highland for an amount not to exceed \$535,200.00 with an approved contingency amount of \$53,500.00. The contract was awarded with two components, a base bid of \$492,271.00 and an additive bid of \$42,872.00 for the portion of work within the San Bernardino County Flood Control (SBCFD) right-of-way.

The Contractor performed in a responsive, professional and cost effective manner completing the base bid work. The work within the SBCFD right-of-way will be continued when the SBCFD and U.S. Army Corps of Engineers approve the permit. Therefore, this "Notice of Completion" will cover the base bid portion of work for a final project cost of \$521,216.00. The final cost includes soils testing, survey and \$11,913.00 of extra work due to field conditions over the base bid.

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 provided by the contractor will commence from the date of recordation.

FINANCIAL IMPACT

All funding for this project was provided by Account No. 45-5320-8500.

I:\Public Works Admin\Staff Reports\Notice of Completion\Benton UPRR Storm Drain 2016.doc

<p>RECORDING REQUESTED BY:</p> <p style="text-align: center;">AND</p> <p>WHEN RECORDED MAIL TO:</p> <p>CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354</p>	
--	--

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 November 2, 2016
8. The work of improvement completed is described as follows: Storm drain at Benton Street crossing Union Pacific Railroad right-of-way
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Weka, Inc., 27075 5th Street, Highland, CA 92346
10. The street address of said property is 10992 Benton 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:
Benton Street Storm Drain Project

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
Ronald Dailey, Councilman
Ovidiu Popescu, Councilman
John Lenart, Councilman

COUNCIL AGENDA: November 8, 2016

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

SUBJECT: Approve Two Year Lease Extension for the Loma Linda Branch of the San Bernardino County Library Facility.

Approved/Continued/Denied
By City Council
Date _____

T. J. T.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign the two-year lease extension.

BACKGROUND

The San Bernardino County Library signed an agreement in 2008 to lease facilities in the civic center complex to house a local branch library. The original four-year agreement contained 2 two-year options. The first extension was approved in 2012 and the second in 2014. The 2014 final lease extension included an additional two (2) two-year lease extensions.

ANALYSIS

The Loma Linda Branch Library is one of the busiest branches in the County system. The County is requesting to exercise their first of two additional lease extensions agreed to in the 2014 lease extension. The terms are similar to the previously agreed lease extensions. However, the monthly rental shall increase by approximately 1% to: January 1, 2017 through December 31, 2017 – monthly payments of \$7,176.00 and January 1, 2018 through December 31, 2018 – monthly payments of \$7,236.00. The County shall continue to provide staff and materials to run library. The library is a beneficiary of Community Development Block Grant funding as well.

FINANCIAL IMPACT

Lease payments cover City costs to maintain facility.



F A S

**STANDARD CONTRACT
THIRD AMENDMENT**

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	CITYOFL323		RNT		08-431 A-3			
<input type="checkbox"/> Cancel	ePro Vendor Number				ePro Contract Number			
County Department			Dept.	Orgn.	Contractor's License No.			
Real Estate Services			RNT	RNT				
County Department Contract Representative				Telephone	Total Contract Amount			
Terry W. Thompson, Director				(909) 387-5252	\$897,480.00			
Contract Type								
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/>		
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
96164		1/1/2017	12/31/2018	\$724,536.00	\$172,944.00			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAA	RNT	RNT	200	2095	60002458	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
LOMA LINDA - LIBRARY			FY	Amount	I/D	FY	Amount	I/D
25581 Barton Road								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name
CITY OF LOMA LINDA
Address
25541 Barton Road
Loma Linda, CA 92343-3109
Telephone (909) 799-2811
Federal ID No. or Social Security No.

hereinafter called LANDLORD

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and LANDLORD have previously entered into a Lease Agreement, Contract No. 08-431, wherein LANDLORD agreed to lease certain property to the COUNTY; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend Lease Agreement, Contract No. 08-431, to reflect the COUNTY's exercise of its two-year option extending the term of the Lease through December 31, 2018 and amend certain other terms of the Lease as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 08-431, is amended as follows:

1. Effective January 1, 2017, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, from January 1, 2017 through December 31, 2018 (the "Third Extended Term").

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

2. Effective January 1, 2017, DELETE in its entirety the existing **Paragraph 4.a. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a. RENT**:

4. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month commencing when the Third Extended Term commences and continuing through the Third Extended Term, subject to an approximate one percent (1%) annual increase, as more specifically reflected and included in the amounts set forth below:

January 1, 2017 thru December 31, 2017 – monthly payments of \$7,176.00

January 1, 2018 thru December 31, 2018 – monthly payments of \$7,236.00

3. Effective January 1, 2017, DELETE in its entirety the existing **Paragraph 7, HOLDING OVER**, and SUBSTITUTE therefore the following as a new **Paragraph 7, HOLDING OVER**:

7. **HOLDING OVER**: In the event the COUNTY shall hold over and continue to occupy the Leased Space with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions as existed and prevailed at the time of the expiration of the term of this Lease. Notwithstanding **Paragraph 39, RIGHT TO TERMINATE LEASE**, either party shall have the right to terminate the Lease with not less than sixty (60) days prior written notice to the other party during any holdover tenancy.

4. Effective January 1, 2017, DELETE in its entirety the existing **Paragraph 10, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 10, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS**:

10. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS**:

a. **Compliance with Code Requirements**: As a condition precedent to the existence of this Lease, LANDLORD, at its sole expense will ensure the Premises meet the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements and the Americans with Disabilities Act ("ADA"). Specifically, LANDLORD must ensure there is an accessible path of travel from public transportation to the Premises pursuant to Title 24. Additionally, LANDLORD warrants that any improvements on or in the Premises which have been constructed or installed by LANDLORD or with LANDLORD's consent or at LANDLORD's direction shall comply with all applicable covenants or restrictions of record and applicable Codes, statutes, regulations and ordinances in effect on the Commencement Date. LANDLORD also warrants to COUNTY that LANDLORD has no knowledge of any claim having been made by any governmental agency that a violation or violations of applicable Codes, statutes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Should the continued occupancy of the Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety, Fire and Building Codes, statutes, regulations or ordinances for public and governmental buildings, the LANDLORD shall correct, update and comply with said changes at LANDLORD's cost.

b. **No Access Inspection**: No inspection of the Premises has been performed by a Certified Access Specialist in conjunction with this Lease. For avoidance of doubt, notwithstanding that an inspection of the Premises has not been performed by a Certified Access Specialist, LANDLORD's obligations under Paragraph 10.a. shall remain unchanged.

5. Effective January 1, 2017, DELETE in its entirety **Paragraph 24.a. NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24.a. NOTICES**:

24. **NOTICES:**

a. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, including but not limited to, notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

LANDLORD'S Address: City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354-3109

COUNTY'S Address: County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

6. Effective January 1, 2017, DELETE in its entirety **Paragraph 36, VENUE**, and SUBSTITUTE therefore the following as a new **Paragraph 36, VENUE:**

36. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

7. Effective January 1, 2017, DELETE in its entirety **Paragraph 39, RIGHT TO TERMINATE LEASE**, and SUBSTITUTE therefore the following as a new **Paragraph 39, RIGHT TO TERMINATE LEASE:**

39. **RIGHT TO TERMINATE LEASE:** Either party shall have the right to terminate this Lease at any time during the term, whenever COUNTY or LANDLORD, in their sole discretion, determine it would be in their best interests to terminate this Lease. The Director of the Real Estate Services Department (RESA) shall have the authority, on behalf of the COUNTY, to give the LANDLORD notice of any termination pursuant to this paragraph at least one hundred eighty (180) days prior to the date of termination. In the event COUNTY terminates this Lease pursuant to this paragraph, the LANDLORD shall be entitled to the rent which will have been earned at the date of termination of this Lease.

8. Effective January 1, 2017, DELETE in its entirety **Paragraph 50, USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS**, and SUBSTITUTE therefore the following as a new **Paragraph 50:**

50. **RESERVED:**

9. Effective January 1, 2017, DELETE in its entirety **Paragraph 51, SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS**, and SUBSTITUTE therefore the following as a new **Paragraph 51:**

51. **RESERVED:**

10. All other provisions and terms of Lease Agreement, Contract No. 08-431, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Third Amendment, the terms of this Third Amendment shall control.

END OF THIRD AMENDMENT.

COUNTY OF SAN BERNARDINO

▶
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF LOMA LINDA

By ▶ _____
(Authorized signature - sign in blue ink)

Name Rhodes Rigsby

Title Mayor

Dated: _____

Address: _____

Approved as to Legal Form:

By ▶ _____
(Authorized signature - sign in blue ink)

Name Richard E. Holdaway

Title: City Attorney

Dated: _____

Approved as to Legal Form

▶
Robert F. Messinger, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

▶ _____

Date _____

Presented to BOS for Signature

▶
Terry W. Thompson, Director, Real Estate Services Dept.

Date _____



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Appropriate \$14,050.00 for damage to LLCCP fiber.

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

RECOMMENDATION

It is recommended that the City Council appropriate \$14,050.00 for troubleshooting and repair to damaged fiber optic cable.

BACKGROUND

The LLCCP has an extensive underground fiber optic cable network. As part of asphalt rehabilitation in the Corporate Business Center (CBC) a portion of the cable servicing the Veterans Administration and Nextcycle services was damaged. Initial troubleshooting and temporary repairs were implemented at a cost of \$3,691.00. Staff has received a quote from our approved vendor for \$10,310.74 for permanent replacement of the damaged cable and termination of the connections

FINANCIAL IMPACT

Funds will be appropriated to 40-5900-1300.

ATTACHMENT

- A. Trouble Shooting Invoice
- B. Temporary Repair Invoice
- C. Permanent repair quote



INVOICE NO. 10.11.2016

INVOICE#54386

Customer PO # P-000013682

Customer

Name	CITY OF LOMA LINDA		
Address	25541 BARTON RD		
City	LOMA LINDA	CA	ZIP 92354
ATTN:	Kyle MacGavin, Konrad Bollowich & Nataly Alvizar		

Date	10.11.2016
HHS Job No.	UB15904
Rep	KB
FOB	NET 30

Qty	Description	Unit Price	TOTAL
1	Provide labor, materials and equipment to troubleshoot fiber damage at 25837 Business Center Dr. Emergency Call-out to Troubleshoot Fiber Damage	\$960.00	\$960.00

Subtotal \$960.00

TOTAL \$960.00

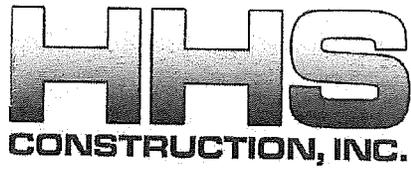
Please Remit

<p>HHS Construction, Inc. 2042 S Grove Ave Ontario Ca 91761 Attn: Kristin Jiminez</p>
--

Office Use Only

Phone: 909 393-3322 Fax: 909 393-3391 E-mail: kristin@hhsconstruction.net

ATTACHMENT - A



INVOICE DATE 10.27.2016

INVOICE#54529

Customer

Name CITY OF LOMA LINDA - LLCCP
 Address 25541 BARTON RD
 City LOMA LINDA CA ZIP 92354
 ATTN: Kyle MacGavin, Konrad Bollowich & Nataly Alvizar

Customer PO # P-000013730

Date 10.27.2016
 HHS Job No. UB15904
 Rep KB
 FOB NET 30

Qty	Description	Unit Price	TOTAL
1	Provide labor, equipment & materials for temporary fiber repair at 25837 Business Park Dr. Installed 12 strand fiber, inneduct, and splice housing.	\$2,731.00	\$2,731.00

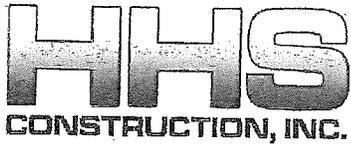
Please Remit

HHS Construction, Inc.
 2042 S Grove Ave
 Ontario Ca 91761
 Attn: Kristin Jiminez

Subtotal	\$2,731.00
TOTAL	\$2,731.00

Office Use Only

Phone: 909 393-3322 Fax: 909 393-3391 E-mail: kristin@hhsconstruction.net



ESTIMATE

CWA# _____
 W.O. # _____
 P.O. # _____

Customer

Name Konrad Bollowich - City of Loma Linda
 Address 25541 BARTON ROAD
 City LOMA LINDA State CA ZIP 92354
 Phone 909-283-5086

Date 11/24/2015
 HHS Job No. _____
 Rep Tony Andrews
 FOB _____

Qty	Description	Unit Price	TOTAL
	<p>HHS Job #UB15904 Estimate for LLCCP Perminant Fiber Repair at 25837 Business Center:</p> <p><u>NOTE: This quote is to provide a permanant repair solution for LLCCP fiber damaged by contractor during parking area resurfacing project. Using Micro-Trench design, a sawcut approx. 265 ft. will be made from existing pull box at east side of property to existing pull box at rear of buildings. New conduit will be installed in trench and sawcut will be restored to satisfaction of property managemnt. New fiber terminals will then be installed back to existing splice case and spliced to fiber backbone feeder going to MDF cabinet at Redlands Blvd. Fiber will be tested and certified meeting LLCCP standards. Pricing includes coordination with property management to insure installation meets their requirements. Pricing is based on installation pathway consistant with original design and may be modified should property management request alternative pathway or construction methods.</u></p>		
1	1) FIBER MATERIAL, LABOR AND EQUIPMENT		\$10,310.74

Please Remit to

HHS Construction, Inc.
 2042 S. Grove Ave.
 Ontario, CA 91761

Subtotal	\$10,310.74
TOTAL	\$ 10,310.74

Customer Approval _____

2042 S. GROVE AVE., ONTARIO CA 91761
 Phone: 909-393-3322 Fax: 909-393-3391 E-mail: aj.andrews@sbcglobal.net



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Request to amend an Agreement for Professional Services between the City and Planning PLUS/+ to increase contract amount relating to the Citrus Trails Development Project.

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

RECOMMENDATION

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

1. Approve to amend the Agreement for Professional Support Services with Planning PLUS/P+ to increase the contract amount to a not-to-exceed total of \$178,085 for the preparation of an Environmental Initial Review for the Citrus Trails Development; and,
2. Approve the use of funds to be deposited in the amount of \$49,145 (includes 10% contingency) as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis.

BACKGROUND

The California Environmental Quality Act (CEQA) requires that when a proposed project is determined to have a significant environmental affects that cannot be mitigated to less than significant, an Environmental Impact Report (EIR) must be prepared. Because impacts related to air quality are significant and cannot be fully mitigated, an EIR will be required for the Citrus Trails Project. As a result, a contract amendment to cover the additional cost and authorize initiation of the EIR is requested.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Planning PLUS/P+ to prepare the environmental analysis for the Citrus Trails Development 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

- A. Contract Amendment No. 3 (Includes Additional Scope of Services and Cost Estimate)

MEMORANDUM



TO: Lorena Matarrita, Associate Planner
Konrad Bolowich, Assistant City Manager

FROM: Melanie Doran Traxler (Principal, Planning PLUS / P+)

DATE: November 1, 2016

SUBJECT: **Contract Amendment No. 3 to Agreement for Consultant Services (dated September 29, 2014), related to the Citrus Trails Development Project**

The City entered into an Agreement for Consulting Services (Agreement) with Planning PLUS (P+), authorized September 29, 2014, to process the Highpointe Communities' planning application for the proposed Citrus Trails project. The scope of work contemplated that until such point in the application and project review process that evidence surfaced to suggest otherwise, that the environmental review would assume preparation of a an application process that a Mitigated Negative Declaration (MND). Preparation of an MND is appropriate when it can be demonstrated that all project impacts fall below applicable thresholds of significance and/or would be reduced to less than significant with the application of identified mitigation measures.

On October 20th, the City received the Air Quality Report which analyzed the potential impacts anticipated from construction and operation of the Citrus Trails Master Plan project. The report indicates that there would be an unavoidable significant impact relative to air pollutant emissions generated by the operation of the project.

The California Environmental Quality Act (CEQA) requires that when a proposed project is determined to have significant environmental effects that cannot be mitigated to less than significant, an Environmental Impact Report (EIR) must be prepared. Because impacts related to air quality are significant and cannot be fully mitigated, an EIR will be required for the Citrus Trails project. As a result of this need to take the CEQA analysis a new direction and prepare an EIR, a contract amendment to cover the additional costs and authorize initiation of the EIR is requested.

A request is made for \$45,945 in additional compensation, plus \$3,200 add-on contingency reserve, for a revised authorized not-to-exceed amount of one hundred seventy-eight thousand and eighty-five dollars (\$178,085) for the term of the revised Agreement. This budget covers costs necessary to prepare a Focused EIR, to address: 1) Agricultural Resources; 2) Air Quality; 3) Biological Resources; 4) Cultural and Tribal Cultural Resources; 5) Greenhouse Gases and Climate Change; 6) Land Use and Planning, 7) Noise; 8) Traffic and Transportation; and 9) Utilities-Water Supply (only). Per completion of an Environmental Checklist, it anticipated that all other environmental issues would be less than significant and therefore would not require further analysis in the EIR. The scope of work and cost estimate assumes 40 professional hours for preparation of Responses to Comments and includes a budget of approximately \$10,000 to cover the costs of reproducing the EIR document. Complete costs to prepare the EIR total \$63,345, with \$17,400 credit applied from previously authorized budget under Task 7 that was not utilized.

I am available to discuss the request with you at your convenience.

Melanie Doran Traxler
Planning PLUS / P+

ATTACHMENT A

PLANNING PLUS / P+ CONSULTING SERVICES CITRUS TRAILS DEVELOPMENT WITHIN SPECIAL PLANNING AREA "D" SCOPE OF WORK AND COST ESTIMATE – AMENDMENT NO. 3 (11/1/16)

EIR Task Preparation of EIR and Related Support

A EIR Kickoff – Coordination with the Applicant and Project Team to clarify and confirm project description details and project objectives, and to clarify project assumptions, including cumulative projects, to be utilized for the EIR analysis. Alternatives to the project will also be identified through this task.

B Project Scoping – Consistent with CEQA requirements, a Notice of Preparation (NOP) will be completed and filed to announce the City's intent to prepare and EIR and solicit public agency and community input potential environmental concerns and scope of analysis. During this task, necessary outreach Tribal communities, consistent with AB 52, will be conducted. A single scoping meeting during the NOP period is anticipated.

C Draft EIR – The task includes the completion of environmental analysis and format analysis completed through the Environmental Checklist review and current new analysis into a Focused EIR, with all the requisite mandated sections required under CEQA. The Focused EIR contemplates topical review of the following nine sections: 1) Agricultural Resources; 2) Air Quality; 3) Biological Resources; 4) Cultural and Tribal Cultural Resources; 5) Greenhouse Gases and Climate Change; 6) Land Use and Planning, 7) Noise; 8) Traffic and Transportation; and 9) Utilities-Water Supply (only). In addition, up to three project alternatives will be evaluated. Kunzman Associates will provide technical support related to traffic, air quality and noise analysis for the project alternatives.

D Responses to Comments and Final EIR – Following circulation of the Focused EIR, responses to agency and public comments received will be prepared and compiled into a Response to Comments and the Final EIR, for presentation to the City decision-makers. Because it is difficult to predict the level of comment that maybe received, this scope of work includes an allowance of up to 40 professional hours to prepare responses. Should an excessive volume of comments be received, or comments that necessitate new analysis, additional project budget may be required.

E EIR Certification Process – Related processing of the EIR through the decision-making process will require the preparation of the Findings of Fact and Statement of Overriding Considerations, which will be coordinated with the City Attorney. In addition, appropriate noticing and filing of Notice of Determination will be required following the project decision.

Cost Assumptions and Allocations – The following cost considerations were applied:

P+ Labor	\$ 28,890
Graphics and Administrative Support	\$ 4,500
Technical Subconsultant (Kunzman Associates)	\$ 14,800
Direct Costs, Reproduction, Delivery	\$ 11,850
Filing Fees	\$ 3,305

Subtotal	\$ 63,345
Unused Credit	(\$ 17,400)
	=====
TOTAL	\$ 45,945

REVISED BUDGET SUMMARY (11/1/16)			
(Original 9/11/14; Amendments No. 1 8/5/15, No. 2 5/2/16, and No. 3 11/1/16).			
1.	Application Take-In and Review	24.0 hrs	\$ 1,920
2.	Application Processing	57.5 hrs	\$ 4,600
3.	Development Plan/Lotting Plan/Tentative Map Review	66.0 hrs	\$ 5,280
4.	CEQA Documentation - MND	106.5 hrs	\$ 8,520
5.	Staff Reports and Public Hearings	60.0 hrs	\$ 4,800
6.	Administrative Record and Follow Up	10.0 hrs	\$ 800
7.	Ongoing Application Processing Support	160.0 hrs	\$16,000
8.	EIR Preparation and Related Support	311.5 hrs	\$28,890
	LABOR SUBTOTAL	795.5 hrs	\$70,810
	<i>+Contingency @ 10% of labor</i>	<i>80.0 hrs</i>	<i>\$ 7,520</i>
	Technical Studies		
a1.	<i>Traffic Study (Kunzman Associates, Inc.) [base scope]</i>		\$ 27,000
a2.	<i>Add'l Traffic/Tech Analysis (Kunzman Associates, Inc.)</i>		\$ 30,100
a2.	<i>Credit Adjustment for previous unused scope (Kunzman Associates, Inc.)</i>		(\$ 17,400)
b.	<i>Air Quality/GHG Study (Kunzman Associates, Inc.)</i>		\$ 7,000
c.	<i>Noise Study (Kunzman Associates, Inc.)</i>		\$ 7,300
d.	<i>Cultural/Historic Resources Study (McKenna et al.)</i>		\$ 10,000
e.	<i>Technical Support at Meetings and Hearings</i>		\$ 1,300
f.	<i>Alternatives Tech Analysis (Kunzman Associates, Inc.)</i>		\$ 14,800
g.	<i>Graphics and Administrative Support for EIR</i>		\$ 4,500
	TECHNICAL STUDIES/SUPPORT SUBTOTAL		\$84,600
	Direct Costs and Expenses		
a.	<i>Meeting Expenses, Document Production, Copies and Delivery</i>		\$ 11,850
a.	<i>CEQA Notice and Filing Fees</i>		\$ 3,305
	DIRECT COSTS/EXPENSES SUBTOTAL		\$15,155
TOTAL		875.5 hrs	\$178,085



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016

TO: City Council

FROM: Pamela Byrnes-O'Camb, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #O-2016-04 (Second Reading/Roll Call Vote) Amending and adopting the Building Code comprised of the following Codes

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

- a. 2016 California Building Code based on the 2015 International Building Code
- b. 2016 California Existing Building Code base on the 2015 International Existing Building Code
- c. 2016 California Residential Code based on the 2015 International Residential Code
- d. 2016 California Green Building Standards Code
- e. 2016 California Electrical Code based on the 2014 National Electrical Code
- f. 2016 California Plumbing Code based on the 2015 Uniform Plumbing Code
- g. 2016 California Mechanical Code based on the 2015 Uniform Mechanical Code
- h. 2015 International Property Maintenance Code

RECOMMENDATION

It is recommended that the City Council

1. Waive reading of Council Bill #O-2016-04 in its entirety;
2. Direct the Clerk to read by title only and call the roll

BACKGROUND:

The State's Health and Safety Code Section 17950 mandates the California Building Standards Commission adopt and publish the 2016 California Codes, Title 24, known as the California Code of Regulations. As a result, the new 2016 California Code of Regulations will become effective on January 1, 2017. Each jurisdiction in the State is mandated to adopt the California Code of Regulations.

At the October 11, 2016, City Council meeting, the City Council conducted a Public Hearing for the adoption of the proposed 2016 California Code of Regulations, introduced an Ordinance adopting the code by reference and set a date of November 8, 2016 for the second reading and adoption of the ordinance.

The California Code of Regulations, Title 24, which will be the Building Codes enforced on January 1, 2017. The California Codes are:

2016 California Building Code, Volumes 1 and 2

2016 California Existing Building Code

2016 California Referenced Standards Code

2016 California Residential Code

2016 California Green Building Standards Code

2016 California Mechanical Code

2016 California Electrical Code

2016 California Plumbing Code

FISCAL IMPACT:

Willdan Engineering has purchased a 2016 set of new code books for the City of Loma Linda Building Department at a cost of \$1,200, and therefore there is no fiscal impact on the City of Loma Linda.

ORDINANCE NO. X X X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, AMENDING CHAPTERS 15.08, 15.50, AND 15.60 OF THE CITY OF LOMA LINDA MUNICIPAL CODE PERTAINING TO BUILDINGS AND CONSTRUCTION BY ADOPTING THE 2016 CALIFORNIA BUILDING CODE INCLUDING THE 2016 CALIFORNIA EXISTING BUILDING CODE, 2016 CALIFORNIA REFERRANCED STANDARD CODE, 2016 CALIFORNIA RESIDENTIAL CODE, 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 CALIFORNIA ELECTRICAL CODE, 2016 CALIFORNIA PLUMBING CODE,, 2016 CALIFORNIA MECHANICAL CODE.

THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES ORDAIN AS FOLLOWS:

Chapter 15.08 BUILDING CODE AND BUILDING CODE STANDARDS

15.08.010 Adoption by reference.

For the purpose of prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures, the following construction codes subject to the modifications set forth in this chapter, are hereby adopted: the California Building Code, 2016 Edition, based on the 2015 International Building Code as published by the International Code Council; the California Existing Building Code, 2016 Edition, based on the 2015 International Existing Building Code as published by the International Code Council; the California Residential Code, 2016 Edition, based on the 2015 International Residential Code as published by the International Code Council; the California Green Building Standards Code, 2016 Edition; the California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials; the California Mechanical Code, 2016 Edition, based on the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials; the California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association; the International Property Maintenance Code, 2015 Edition, as published by the International Code Council. The provisions of these construction codes as amended by this chapter shall constitute the building regulations of the city of Loma Linda. Where the California Code of Regulations and State Building Standards Code of Regulations differ from any sections of the construction codes, state regulations shall prevail over the construction codes.

One copy of all the above codes and standards therefor are on file in the office of the city clerk pursuant to Health and Safety Code Section 18942(d)(1) and are made available for public inspection.

Notwithstanding the provisions of the above-referenced construction codes, all fees for services provided pursuant to the construction codes shall not take effect until a resolution for such fees is adopted by the city council pursuant to California Government Code Sections 66016 and 66020. (Ord. 713 § 1, 2013)

15.08.020 Changes to California Building Code.

The changes set forth herein are made to the 2016 Edition of the California Building Code as published by the International Code Council.

A. Section 105.2 of Chapter 1 is amended to read as follows:

1. Masonry or concrete fences not over 4 feet in height measured from the bottom of the footing to the top of the wall and other fences not over 6 feet (1,829mm) high.

B. Section 403.1 is amended by the deletion of Exception 5.

C. The requirements of Chapter 7A shall apply throughout the Wildland-Urban Interface Fire Area as designated by the city council.

D. Section 903.2 is amended to read as follows:

[F] 903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations specified in the Fire Code.

E. Section 103.2 of Appendix J is amended to read as follows:

J103.2 Exemptions. A grading permit shall not be required for the following:

1. Grading in an isolated, self contained area, provided there is no danger to the public, and that such grading will not adversely affect other properties, and does not exceed 50 cubic yards (38.3m³) and is less than 12 inches (305mm) in fill depth or 2 feet in cut depth.

F. Section 409 of the California Existing Building Code is amended by adding the following:

409.1 Structures moved into or within the jurisdiction shall comply with the provisions of this code for new structures.

409.2 Relocation Building Permit Required. A person shall not move onto any premises, other than a commercial storage yard authorized for such use, any building or structure, except a contractor's tool house, construction building or similar structure which is moved as construction requires, until he first secures a relocation building permit as hereinafter provided.

409.3 Application. Applicants for relocation permits shall submit color photographs of at least two (2) separate elevations, one of which shall be the front, and a certificate from a pest control agency or operator licensed under the Structural Pest Control Act of California, showing freedom from termite infestation, for each building or structure to be moved, when application for a relocation permit is filed.

409.4 Application and Investigation Fee. Upon applying for a relocation building permit the applicant shall pay to the Building Official an application and investigation fee. This fee shall be in accordance with the Building and Safety Fee Resolution adopted by the City Council of the City of Loma Linda for inspection of the building or structure at its present location and investigation of the proposed site.

409.5 Building and Relocation Site Inspection and Report. Upon receipt of application for permit to relocate a building or structure and receipt of payment of the prescribed inspection fee, the Building Official shall inspect the building or structure to be moved and the proposed relocation site, and prepare a written report which shall be forwarded to the applicant. This report shall contain the approval or disapproval of the Building Official and, if approved for moving, shall contain the requirements necessary to make the building or structure conform to the requirements of the City regulations for new buildings and any additional requirements necessary to assure that such relocation shall not have a detrimental effect, by size, or age, on the living environment and property values in the area into which the building or structure is to be moved.

(Ord. 713 § 2, 2013)

Chapter 15.50 AMATEUR RADIO ANTENNAS

15.50.010 Introduction—Citizen band and amateur radio antennas and towers.

Poles, master towers and antennas used by citizen band and amateur radio operators in all zones shall be governed by the requirements contained herein. (Ord. 415 § 2, 1989)

15.50.020 Intent.

The intent of the regulations in this article is to provide a uniform guide for the installation of appropriate antenna systems to enable citizen band and federally licensed amateur radio operators to carry out communication techniques and to fulfill their responsibilities to the Department of Defense, the American Red Cross, and to the local civil defense and emergency organizations, and to preserve the health, safety and welfare of the community. (Ord. 415 § 2, 1989)

15.50.030 Definition.

“Antenna” means an apparatus, external to or attached to the exterior of a building, together with any supporting structure for sending or receiving electromagnetic waves. Antennas may be principal structures, that are separate from any other structure, (stand alone with attendant support structures), or accessory structures, that are attached to or upon the exterior of an already existing building. (Ord. 415 § 2, 1989)

15.50.032 Standards.

A. Setbacks. A principal structure may be located anywhere on the property except the front yard or street side yard (space between the property line adjacent to the street and a line even with the opposite building wall).

B. **Height Limit.** Principal structures that exceed thirty-five feet in height above ground level shall require a building permit. All applications must include certification by a registered engineer that the proposed installation complies with all applicable ICBO code standard.

C. **Height Exception—Special Use Permit.** Principal structures that exceed seventy feet in height above ground level are permitted subject to the issuance of a special use permit by the city council. Special use permit applications shall be made on forms provided by the city and shall be provided with required accompanying information. (Ord. 415 § 2, 1989)

15.50.040 Special use permit hearing and notification, rules of conduct, nullification, revocation, re-application and appeals.

These requirements and procedures shall be the same as for conditional use permits in Title 17 of the Loma Linda Municipal Code. (Ord. 415 § 2, 1989)

15.50.042 Special use permit—Required findings.

The city council in approving a special use permit shall consider the following criteria:

A. There is adequate space on the property for the antennas and supports without conflicting with buildings on the property or usable yard areas required by other sections of the zoning code;

B. The antenna would not despoil the primary view of a neighbor (a living room window facing within 450° due north);

C. There are trees or a hill nearby that would serve as a backdrop to mask the silhouette of the antenna;

D. There are trees in the neighborhood that represent existing tall features as part of the neighborhood character. (Ord. 415 § 2, 1989)

15.50.050 Accessory structures.

Accessory structures (single or tripod mast) are permitted up to a total of seventy feet in height, without a permit, on any part of a main building except on a wall facing a front yard or street side yard. (Ord. 415 § 2, 1989)

15.50.052 Construction and installation standards.

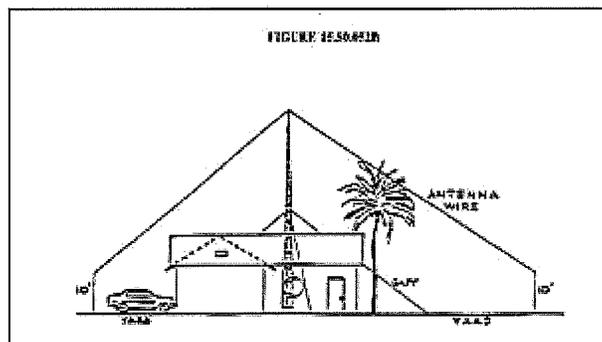
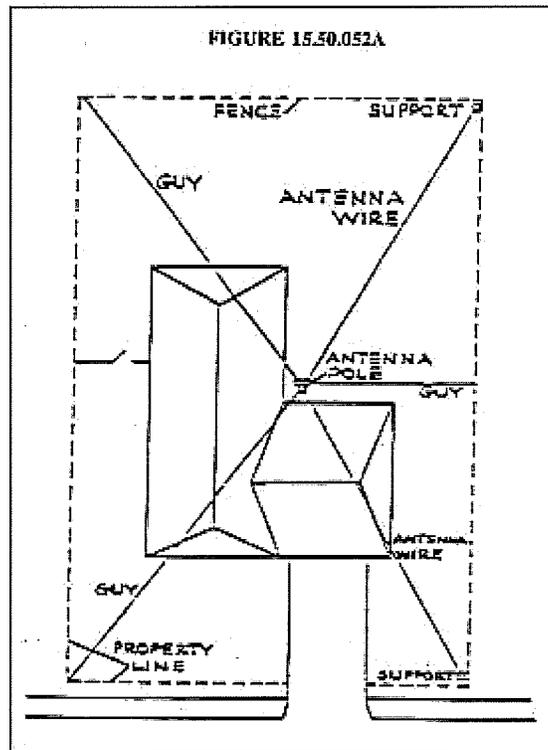
A. Antennas shall meet all manufacturer's installation specifications. The mast or tower shall be of noncombustible or fire-retardant material. Hardware such as brackets, turn-buckles, clips and similar type equipment subject to corrosion shall be made of aluminum or stainless steel or protected with zinc or cadmium coating or other coating to prevent rust or corrosion.

B. Every metal antenna tower must be adequately grounded as per the current adapted California Electrical Code.

C. All metal antenna installations with motor devices permanently attached to an antenna tower which operate by permanently installed electrical motors for raising or lowering antennas shall obtain an electrical permit.

D. Guy wires, support anchor structures and wire antennas may be located within the required setbacks in all zoning districts. Wire antennas must be elevated ten feet above grade.

E. The following graphics are a visual example of these requirements:



(Ord. 415 § 2, 1989)

Chapter 15.60 REPAIR OF DAMAGED STRUCTURES

15.60.010 Adoption and intent.

This chapter establishes regulations as amendments to the California Existing Building Code for the expeditious repair of damaged structures. In the event an amendment to the California Building Standards Code results in differences between these building standards and the California Building Standards Code, the text of these building standards shall govern. In accordance with California Health and Safety Code Section 17958.7, express findings that modifications to the California Building Standards Code are

reasonably necessary because of local climatic, geological or topographical conditions are either already on file with the California Building Standards Commission, or will be filed prior to the effective date of the ordinance codified in this chapter. In accordance with California Government Code Section 50022.6, at least one true copy of the California Existing Building Code has been on file with the city clerk since fifteen days prior to enactment of the ordinance codified in this chapter. While this chapter is in force, a true copy of this chapter shall be kept for public inspection in the office of the city clerk. A reasonable supply of this chapter shall be available in the office of the city clerk for public purchase. (Ord. 682 § 1, 2008)

15.60.020 Definitions.

“Definitions” has been replaced with the definitions as indicated in Section 202 of the California Existing Building Code, which are stricter.

15.60.030 Repairs.

For the purposes of this chapter, the following repair requirements are added as a new subsection 404.6 to Section 404 Repairs in the 2016 California Existing Building Code:

404.6.1 Repairs. Repairs of structural elements shall comply with this section.

404.6.1.1 Seismic evaluation and design. Seismic evaluation and design of an existing building and its components shall be based on the following criteria.

404.6.1.1.1 Evaluation and design procedures. The seismic evaluation and design shall be based on the procedures specified in the building code, ASCE 31 Seismic Evaluation of Existing Buildings (for evaluation only) or ASCE 41 Seismic Rehabilitation of Existing Buildings. The procedures contained in Appendix A of the International Existing Building Code shall be permitted to be used as specified in Section 404.6.1.1.3 of the California Existing Building Code.

404.6.1.1.2 level seismic forces. When seismic forces are required to meet the building code level, they shall be one of the following:

1. 100 percent of the values in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor specified for structural systems classified as “Ordinary” unless it can be demonstrated that the structural system satisfies the proportioning and detailing requirements for systems classified as “Intermediate” or “Special”.

2. Forces corresponding to BSE-1 and BSE-2 Earthquake Hazard Levels defined in ASCE 41. Where ASCE 41 is used, the corresponding performance levels shall be those shown in Table 404.6.1.1.2.

TABLE 404.6.1.1.2 ASCE 41 and ASCE 31 PERFORMANCE LEVELS

RISK CATEGORY (BASED ON CBC TABLE 1604.5)	PERFORMANCE LEVEL FOR USE WITH ASCE 31 AND WITH ASCE 41 BSE-1 EARTHQUAKE HAZARD LEVEL	PERFORMANCE LEVEL FOR USE WITH ASCE 41 BSE-2 EARTHQUAKE HAZARD LEVEL
I	Life Safety (LS)	Collapse Prevention (CP)
II	Life Safety (LS)	Collapse Prevention (CP)
III	Note (a)	Note (a)
IV	Immediate Occupancy (IO)	Life Safety (LS)

- a. Performance Levels for Risk Category III shall be taken as halfway between the performance levels specified for Risk Category II and Risk Category IV.

404.6.1.1.3 Reduced CBC level seismic forces. When seismic forces are permitted to meet reduced building code levels, they shall be one of the following:

1. 75 percent of the forces prescribed in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor as specified in Section 404.6.1.1.2.

2. In accordance with the applicable chapters in Appendix A of the International Existing Building Code as specified in Items 2.1 through 2.4 below. Structures or portions of structures that comply with the requirements of the applicable chapter in Appendix A shall be deemed to comply with the requirements for reduced building code force levels.

2.1. The seismic evaluation and design of unreinforced masonry bearing wall buildings in Risk Category I or II are permitted to be based on the procedures specified in Appendix Chapter A1.

2.2. Seismic evaluation and design of the wall anchorage system in reinforced concrete and reinforced masonry wall buildings with flexible diaphragms in Risk Category I or II are permitted to be based on the procedures specified in Appendix Chapter A1.

2.3. Seismic evaluation and design of cripple walls and sill plate anchorage in residential buildings of light-frame wood construction in Risk Category I or II are permitted to be based on the procedures specified in Appendix Chapter A3.

2.4. Seismic evaluation and design of soft, weak, or open-front wall conditions in multiunit residential buildings of wood construction in Risk Category I or II are permitted to be based on the procedures specified in Appendix Chapter A4.

3. In accordance with ASCE 31 based on the applicable performance level as shown in Table 404.6.1.1.2.

4. Those associated with the BSE-1 Earthquake Hazard Level defined in ASCE 41 and the performance level as shown in Table 404.6.1.1.2. Where ASCE 41 is used, the design spectral response acceleration parameters S_x and S_{x1} shall not be taken less than 75 percent of the respective design spectral response acceleration parameters SDS and $SD1$ defined by the California Building Code and its reference standards.

404.6.1.2 Wind Design. Wind design of existing buildings shall be based on the procedures specified in the building code.

404.6.2 Repairs to damaged buildings. Repairs to damaged buildings shall comply with this section.

404.6.2.1 Unsafe conditions. Regardless of the extent of structural damage, unsafe conditions shall be eliminated.

404.6.2.2 Substantial structural damage to vertical elements of the lateral-force-resisting system. A building that has sustained substantial structural damage to the vertical elements of its lateral-force-resisting system shall be evaluated and repaired in accordance with the applicable provisions of Section 404.6.2.2.1 through 404.6.2.2.3.

404.6.2.2.1 Evaluation. The building shall be evaluated by a registered design professional, and the evaluation findings shall be submitted to the code official. The evaluation shall establish whether the damaged building, if repaired to its pre-damage state, would comply with the provisions of the building code. Wind forces for this evaluation shall be those prescribed in the building code. Seismic forces for this evaluation are permitted to be the reduced level seismic forces specified in Code Section 404.6.1.1.3.

404.6.2.2.2 Extent of repair for compliant buildings. If the evaluation establishes compliance of the pre-damage building in accordance with Section 404.6.2.2.1, then repairs shall be permitted that re-store the building to its pre-damage state, using materials and strengths that existed prior to the damage.

404.6.2.2.3 Extent of repair for non-compliant buildings. If the evaluation does not establish compliance of the pre-damage building in accordance with Section 404.6.2.2.1, then the building shall be rehabilitated to comply with applicable provisions of the building code for load combinations including wind or seismic forces. The wind design level for the repair shall be as required by the building code in effect at the time of original construction unless the damage was caused by wind, in which case the design level shall be as required by the code in effect at the time of original construction or as required by the building code, whichever is greater. Seismic forces for this rehabilitation design shall be those required

for the design of the predamaged building, but not less than the reduced level seismic forces specified in Section 404.6.1.1.3. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

404.6.2.3 Substantial structural damage to vertical load-carrying components. Vertical load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead and live loads in the building code. Undamaged vertical load-carrying components that receive dead or live loads from rehabilitated components shall also be rehabilitated to carry the design loads of the rehabilitation design. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

404.6.2.3.1 Lateral force-resisting elements. Regardless of the level of damage to vertical elements of the lateral force-resisting system, if substantial structural damage to vertical load-carrying components was caused primarily by wind or seismic effects, then the building shall be evaluated in accordance with Section 404.6.2.2.1 and, if non-compliant, rehabilitated in accordance with Section 404.6.2.2.3.

404.6.2.4 Less than substantial structural damage. For damage less than substantial structural damage, repairs shall be allowed that restore the building to its pre-damage state, using materials and strengths that existed prior to the damage. New structural members and connections used for this repair shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.

404.6.3 Referenced Standards

Standard Referenced

Reference In Code

Number Title Section Number

ASCE 31-03 Seismic Evaluation of Existing Buildings 404.6.1.1.1,

TABLE 404.6.1.1.2,

404.6.1.1.3

ASCE 41-06 Seismic Rehabilitation of Existing Buildings 404.6.1.1.1,

404.6.1.1.2,

TABLE 404.6.1.1.2,

404.6.1.1.3

(Ord. 682 § 1, 2008)

SECTION 1: If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect this validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phase thereof, irrespective of the fact that any one or more sections, subsection, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION 2: This Ordinance shall be in full force and effective a minimum of thirty (30) days after passage. The effective date of this Ordinance is January 1, 2017.

SECTION 3: The City Clerk shall certify to the passage of this Ordinance and cause the same to be posed pursuant to Government Code Section 36933.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Loma Linda held on the 8th day November 2016 by the following vote:

Ayes:
Noes;
Absent:
Abstain:

Phil Dupper, Mayor pro tempore

Attest:

Pamela Byrnes-O'Camb, City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: November 8, 2016

TO: City Council

FROM: Pamela Byrnes-O'Camb, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #O-2016-07 - (Second Reading/Roll Call Vote) – 2016 California Fire Code based on the 2015 International Fire Code

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council

- a. Waive reading of Council Bill #O-2016-07 in its entirety;
- b. Direct the Clerk to read by title only and call the roll

BACKGROUND

On October 11, 2016, City Council introduced Council Bill #O-2016-07 on First Reading and set the Second Reading for November 8, 2016. Resolution No. 2914 was also adopted on October 11, which provides findings related to the 2016 California Fire Code.

The California Building Standards Commission adopts and amends the latest editions of model codes for use throughout the State. The State Building Standards Law and the State Housing Law allow local governments to amend the codes based on findings that the amendments are necessary due to local climatic, geological or topographical conditions. The locally-adopted amendments take effect January 1, 2017 and are required to be filed with the California Building Standards Commission.

ANALYSIS

Adoption of the latest edition of the model Fire Code every three years is standard procedure, and revisions, additions, and deletions are made based on need and/or the further development of language contained within the model code.

FINANCIAL IMPACT

None.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ADOPTING AND AMENDING THE 2016 EDITION OF THE CALIFORNIA FIRE CODE, ADOPTING AND AMENDING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE AND REPEALING CHAPTER 15.28 OF THE MUNICIPAL CODE.

The City Council of the City of Loma Linda does hereby ordain as follows:

SECTION 1. Chapter 15.28 of Title 15 of the Loma Linda Municipal Code is hereby amended to read as follows:

Chapter 15.28

FIRE CODE

Sections:

15.28.010	Findings and Adoption of the California Fire Code and the International Fire Code
15.28.020	Definitions
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15.28.010 Findings and Adoption of the California Fire Code and the Internarional Fire Code

(a) **FINDINGS.** The City Council of the City of Loma Linda hereby finds and determines:

1. That the International Code Council (ICC) is a private organization which has been in existence for a period of at least three years.
2. That the International Fire Code (IFC), 2015 Edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.
3. That said International Fire Code has been printed and published as a code in book form within the meaning of Section 50022.2 et seq. of the California Government Code.
4. That the California Fire Code (CFC), also known as the California Code of Regulations, Title 24, Part 9 - a portion of the "California Building Standards Code" as defined in the "California Building Standards Law" commencing with Section 18901 of the Health and Safety Code - is assigned to the California Building Standards Commission, which by law is responsible for approving all building standards within the State of California. The 2016 edition of the California Fire Code incorporates by reference the 2015 edition of the International Fire Code, with necessary California amendments.
5. That one copy of the 2016 California Fire Code and 2015 International Fire Code, certified by the Clerk of the City of Loma Linda to be a true copy, have been filed for use and examination by the public in the Fire Prevention office of the Fire Department of the City of Loma Linda.
6. The sections of said California Fire Code and International Fire Code may be referred to by the number used in said published compilation, preceded by the words "California Fire Code Section" or "International Fire Code Section" or "Fire Code Section," and may also be referred to by additional reference to the Loma Linda Municipal Code and sections therein pertaining to said California Fire Code and International Fire Code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the City of Loma Linda. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations. Express findings of local necessity supporting the additional requirements and standard listed herein are found in Resolution No. 2671 adopted by the City Council.

(b) **ADOPTION OF THE CALIFORNIA FIRE CODE AND THE INTERNATIONAL FIRE CODE.**

The City Council of the City of Loma Linda hereby adopts and amends the 2016 Edition of the California Fire Code, and California Fire Code Appendix Chapter 4, and California Fire Code Appendices B & bb, C & cc, D and H; as compiled and adopted by the California Building Standards Commission.

The City Council of the City of Loma Linda hereby adopts the 2016 Edition of the International Fire Code, as compiled and published by the International Code Council.

15.28.020 Definitions.

- (a) Wherever the word "Jurisdiction" is used in said Fire Code, it shall mean the City of Loma Linda.
- (b) Wherever the term "Corporation Counsel" is used in said Fire Code, it shall mean the City Attorney for the City of Loma Linda.
- (c) Wherever the term "Fire Department" is used in said Fire Code, it shall mean the Fire Department of the City of Loma Linda.
- (d) An employee of the Fire Department of the City of Loma Linda, when enforcing the California Fire Code, the International Fire Code, the Loma Linda Municipal Code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "Peace Officer" as those words are used in Section 830.31 of the California Penal Code.

15.28.030 Establishment of Limits Required by the California Fire Code

(a) **Storage of Flammable Cryogenic Fluids.**

Pursuant to Section 5504.2.1 through 5504.2.2.3 of the California Fire Code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

(b) **Storage of Explosives and Blasting Agents.**

Pursuant to Section 5604.4 of the California Fire Code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official.

(c) **Storage of Class I and II Liquids.**

Pursuant to Section 5404.2 and 5706.2.4.4 of the California Fire Code, the storage of Class I and Class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the City unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

(d) **Storage of Liquefied Petroleum Gases.**

Pursuant to Section 6104.2 of the California Fire Code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed 2,000 water gallons (7571 L) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.28.040 Section 101.1 of the California Fire Code is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Loma Linda, hereinafter referred to as "this code."

15.28.050 Section 104.12 of the California Fire Code is hereby added to read as follows:

104.12 Liability.

104.12.1 General. The fire chief, the fire code official and other individuals charged by the fire chief with the control or extinguishment of any fire, the enforcement of this code or any other official duties, acting in good faith and without malice in the discharge of their duties, shall not thereby be rendered personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of their duties. Any suit brought against the fire chief, fire code official or such individuals because of such act or omission performed in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction subject to the provisions of Government Code Section 825.

This code shall not be construed to relieve or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

104.12.2 Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1.

Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health and Safety Code Section 13009 et seq. and Government Code Section 53150 et seq. Any expense incurred by the fire department for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the public agency in the same manner as in the case of an obligation under contract, expressed or implied.

104.12.3 Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or State law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the fire department may be a charge against the person(s) or entity whose such emergency or action may constitute a debt of such person(s) or entity and shall be collectible as provided below.

1. The fire chief may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:
 - A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents as defined in Article 2 of this Code;
 - B. Failure to correct a hazardous condition for which a "Notice of Violation", or equivalent notice, has been previously given by the chief;
 - C. Use of welding equipment, cutting torch, tar pot, or other open flame device;
 - D. Permitting or causing the accumulation of hazardous or flammable materials;
 - E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;
 - F. Creating, allowing, or maintaining a fire hazard.

2. Determination to Charge Cost. Whenever the fire chief determines that the fire department or other public agency has incurred costs for fire suppression, fire prevention, or protection of the public safety when a fire or other hazardous condition has resulted from the activities specified in this section, he or she shall:
 - A. Calculate the costs incurred;
 - B. Identify the person or persons to be charged for those costs; and
 - C. Send a report with this information to the City Clerk.

3. Calculation of Costs Incurred. The "costs incurred" shall include all necessary expenditures to correct the hazardous condition or extinguish the fire, including, but not limited to:
 - A. The cost of personnel;
 - B. The cost of extinguishing agents;
 - C. The reasonable value of the use of City equipment;
 - D. The cost incurred by use of a private contractor to mitigate or remove the hazard or condition; and
 - E. Any and all administrative costs incurred pursuant to Chapter 3.28 of the Municipal Code.

4. Reimbursement Hearing Set. The City Clerk shall, thereupon, set the report and account for hearing by the City Council at a regular or adjourned meeting which will be held at least 14 calendar days after the date the Clerk mails the notice; and shall send by regular mail a Notice of said hearing to the person or entity to be charged at the person's or entity's address as shown on the last equalized tax assessor's roll, or as otherwise known to the City.

5. Notice to Person to be Charged. The Notice sent by the City Clerk to the responsible person(s) or entity shall contain:
 - A. The name of the person(s) or entity sought to be charged;
 - B. The location, date, and time of the evidence upon which the claim for reimbursement is based;
 - C. The amount of, and the basis upon which claim for reimbursement is made;
 - D. The date, time and place of the hearing on the claim for reimbursement with a statement on the rights of the person or entity to be heard for presenting evidence at said hearing;
 - E. The fire chief's account of the sum claimed to be due.

6. Procedure for Hearing Before the City Council. At the hearing on the fire chief's account and other evidence upon which reimbursement is sought, the City Council shall hear and consider evidence by the person or entity against which reimbursement is sought; and thereafter, confirm or disallow the account, in all or in part, and set forth in a resolution the amount of the account confirmed, if any. Thereafter, any amount confirmed by a resolution of the City Council shall become a debt owing to the City of Loma Linda and is collectible by the City in the same manner as in the case of an obligation under contract expressed or implied.

15.28.060 Section 104.10 of the California Fire Code is hereby amended to read as follows:

104.10 Fire investigations. The fire code official and the fire department shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or tother hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

15.28.070 Section 105.2.5 of the California Fire Code is hereby added to read as follows:

105.2.5 Permit Fees. Permit fees as established by City Council Resolution shall be collected by the Finance Department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the fire code official.

15.28.080 Section 105.2.6 of the California Fire Code is hereby added to read as follows:

105.2.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of inspection procedures.

15.28.090 Section 106.1.1 of the California Fire Code is hereby added to read as follows:

106.1.1 Inspection fees. The fire code official is authorized to collect appropriate fees for inspections according to City Council Resolution establishing fees.

15.28.100 Section 109.4 of the California Fire Code is hereby amended to read as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction, punishable by a fine of a fine of not more than one hundred dollars (\$100.00) for a first violation; a fine not exceeding two hundred dollars (\$200.00) for a second violation within one year; and a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the within one year. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.28.110 Section 109.4.1 of the California Fire Code is hereby amended to read as follows:

109.4.1 Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.28.120 Section 111.4 of the California Fire Code is hereby amended to read as follows:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to Section 109.4.

15.28.130 Section 305.6 of the International Fire Code is hereby added to read as follows:

305.6 Sparks from chimneys. Chimneys used in conjunction with fireplaces or heating appliances in which solid or liquid fuel is used shall be equipped and maintained with an approved spark arrester. The spark arrester shall be constructed of 24-gauge stainless steel, 12-gauge copper or brass, 19-gauge woven galvanized wire mesh, or of materials with equivalent heat and corrosion resistance. Openings shall not permit the passage of spheres having a diameter larger than 1/2 inch (13 mm) and shall not block the passage of spheres having a diameter of less than 3/8 inch (10 mm). The screen shall be mounted in or over all outside flue openings in a vertical or near vertical position, adequately supported to prevent movement and visible from the ground. The net free area of the spark arrester shall not be less than 4 times the net free area of the outlet of the chimney.

15.28.140 Section 308.1.7 of the International Fire Code is hereby amended to read as follows:

308.3.5 Religions ceremonies. Candles held in persons' hands are especially dangerous and shall not be permitted. Battery-operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.28.150 Section 312.2 of the International Fire Code is hereby amended to read as follows:

312.2 Posts. Guard posts shall comply with all of the following requirements:

1. Constructed of steel not less than 6 inches (152 mm) in diameter and concrete filled.
2. Spaced not more than 4 feet (1219 mm) between posts on center.
3. Set not less than 3 feet (914 mm) deep in a concrete footing of not less than a 15 inch (381 mm) diameter.
4. Set with the top of the posts not less than 3 feet (914 mm) above the ground.
5. Located not less than 3 feet (914 mm) from the protected object.

15.28.160 Section 503.2.3 of the International Fire Code is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire code official may approve access roads of approved native materials or gravel when compacted to 95%.

15.28.170 Section 503.2.7 of the International Fire Code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.28.180 Section 503.4 of the International Fire Code is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.28.190 Section 505.1 of the International Fire Code is hereby amended to read as follows:

505.1 Address Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. Address numbers and building identification shall contrast with their background. Address numbers and building identification shall be Arabic numerals or alphabet letters. New residential buildings that contain not more than two dwelling units shall have minimum 4 inch (102 mm) high numbers, with a minimum stroke width of ½ inch (13 mm), and shall be internally illuminated by means of a low voltage power source during the hours of darkness. Where building setbacks exceed 100 feet (30 m) from the street or road, additional non-illuminated 4 inch (102 mm) numbers shall be displayed at the property entrance. Other buildings shall have minimum 8 inch (203 mm) high numbers, with a minimum stroke width of 1 inch (25 mm). Such address numbers shall be electrically illuminated by an internal or external source during the hours of darkness. Buildings with a total floor area of 100,000 square feet (9290 m²) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of 1½ inches (38 mm). Such address numbers shall be electrically illuminated by an internal or external source during the hours of darkness. Where building setbacks exceed 200 feet (61 m) from the street or road, additional non-illuminated 6 inch (152 mm) high numbers shall be displayed at the property entrance. Individual suite addresses shall be displayed with minimum 4 inch (102 mm) high contrasting numbers or letters placed on the front and rear doors of tenant areas in buildings, where applicable.

15.28.200 Section 316.7 of the International Fire Code is hereby added to read as follows:

316.7 Smoke or fog emitting systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

15.28.210 Section 507.5.1 of the International Fire Code is hereby amended to read as follows:

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be not more than 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with Section 903.3.1.3.
2. Deleted.

15.28.220 Section 509.3 of the International Fire Code is hereby added to read as follows:

509.3 Access to equipment in multi-unit buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.28.230 Section 903.2.1.1 of the California Fire Code is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies.

15.28.240 Section 903.2.1.2 of the California Fire Code is hereby amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies.

15.28.250 Section 903.2.1.3 of the California Fire Code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies.

15.28.260 Section 903.2.1.4 of the California Fire Code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies.

15.28.270 Section 903.2.1.5 of the California Fire Code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m²).

15.28.275 Section 903.2.2 of the California Fire Code is hereby amended to read as follows:

903.2.2 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout all fire areas containing an ambulatory care facility occupancy when either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the level of exit discharge serving such an occupancy.

15.28.280 Section 903.2.3 of the California Fire Code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in Sections 903.2.19 for a new public school campus and 907.2.3.6.1 (fire alarm and detection) for modernization of an existing public school campus building(s), an automatic sprinkler system shall be provided for Group E occupancies as follows: an automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 200 square feet (19 m²) in area.
2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored

15.28.290 Section 903.2.4 of the California Fire Code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where the fire area exceeds 200 square feet (19 m²).

15.28.300 Section 903.2.4.1 of the California Fire Code is hereby deleted.

15.28.310 Section 903.2.7 of the California Fire Code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where the fire area exceeds 200 square feet (19 m²).

15.28.320 Section 903.2.8 of the California Fire Code is hereby amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions:

1. Deleted.
2. When approved by the fire code official, detached Group U private garages accessory to a Group R-3 occupancy, when located 50 feet (15,240 mm) or more from property lines or dwellings.
3. Group R-3.1 occupancies not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
4. Pursuant to Health and Safety Code Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill or mentally handicapped, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
5. Pursuant to Health and Safety Code Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

15.28.330 Section 903.2.9 of the California Fire Code is hereby amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where the fire area exceeds 200 square feet (19 m²).

15.28.340 Section 903.2.9.1 of the California Fire Code is hereby amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the *California Building Code*.

15.28.350 Section 903.2.9.2 of the California Fire Code is hereby amended to read as follows:

903.2.9.2 Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 200 square feet (19 m²) shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

15.28.360 Section 903.2.10 of the California Fire Code is hereby amended by the deletion of the exception.

15.28.370 Section 903.2.10.1 of the California Fire Code is hereby amended to read as follows:

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the fire area exceeds 200 square feet (19 m²).

15.28.380 Section 903.2.11 of the California Fire Code is hereby amended by the deletion of the exception.

15.28.390 Section 903.2.11.1 of the California Fire Code is hereby amended to read as follows:

903.2.11.1 Stories and basements without openings. An automatic sprinkler system shall be installed in every story or basement of all buildings where the floor area exceeds 200 square feet (19 m²) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with Section 1009 or an outside ramp complying with Section 1010. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.
2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m²) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

15.28.400 Section 903.2.11.3 of the California Fire Code is hereby amended by the deletion of the exception.

15.28.410 Section 903.2.20 of the California Fire Code is hereby added to read as follows:

903.2.20 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy where the fire area exceeds 200 square feet (19 m²).

15.28.420 Section 903.3.1.3 of the California Fire Code is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.28.430 Section 903.3.10 of the California Fire Code is hereby added to read as follows:

903.3.10 Water supply for areas without City water service. In areas without City water service, buildings where the fire area exceeds 200 square feet (19 m²) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10 minute sprinkler demand. When approved by the fire code

official, on-site water storage for other than Group R occupancies may be reduced to that required for an approved 30 minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

Exception: When approved by the fire code official, detached Group U private garages accessory to a Group R-3 occupancy, when located 50 feet (15,240 mm) or more from property lines or dwellings.

15.28.440 Section 903.7 of the California Fire Code is hereby added to read as follows:

903.7 Area Increase and Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction exceeding fifty percent (50%) of its original area; or every existing building or structure receiving an addition exceeding fifty percent (50%) of the original area, or a remodel that involves demolition, relocation or reconstruction of existing walls or other structural members exceeding fifty percent (50%) of the original area, or a combination addition and/or remodel, shall have an approved automatic sprinkler system installed throughout therein.

15.28.450 Section 903.8 of the California Fire Code is hereby added to read as follows:

903.8 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.28.460 Section 905.4 of the California Fire Code is hereby amended by adding item number 7 to read as follows:

7. When required by other provisions of this code, 2½ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other exterior fire department access door as defined by Section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.28.470 Section 910.1 of the California Fire Code is hereby amended to read as follows:

910.1 General. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.
2. Deleted.

15.28.480 Section 910.3.4 of the California Fire Code is hereby amended to read as follows:

910.3.4 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by the actuation of a heat responsive device rated at least 100 degrees F above the operating

temperature for the sprinkler heads, or manually with independent controls for the fire department pursuant to Section 914.12.

15.28.490 Section 914.12 of the California Fire Code is hereby added to read as follows:

914.12 Special requirements for Group F, M, S-1 or S-2 distribution warehouses greater than 50,000 square feet in floor area. Buildings classified primarily as Group M, Group S-1 or S-2, with no more than 10% of the building square footage occupied with accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Control Room. A fire control room for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 96 square feet (9 m²) in area, with a minimum dimension of 8 feet (2438 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.
2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.
3. Main controls and indicators for mechanical smoke exhaust systems.
4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.
5. Other firefighting equipment and system controls as required by the fire code official.
6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical smoke exhaust. A mechanical smoke exhaust system conforming to the requirements of Section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official.

914.12.3 Standpipe systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by Section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire department graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby power. A standby power generator conforming to the *California Electrical Code* shall be provided on the premises, in a protected location. The generator shall have a rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.
2. Lighting for the fire control room.
3. Signal and communication systems as applicable.
4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by Section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.28.500 Table 3206.2 of the California Fire Code is hereby amended by the deletion of Footnote j.

15.28.510 Section 5601 of the International Fire Code is hereby amended to read as follows:

5601.1.3 Fireworks. Possession, sale, storage or use of fireworks, including “Safe and Sane” fireworks as defined in *Health and Safety Code* Section 12529, is prohibited.

5601.3.1 Seizure of fireworks. The fire chief, fire code official or fire department is authorized to seize, remove or cause to be removed, at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, held or handled in violation of this chapter.

15.28.520 Section 4902, the Definition of *WILDLAND-URBAN INTERFACE FIRE AREA* is hereby amended to read as follows:

WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a “Fire Hazard Severity Zone” in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

15.28.530 Section 4914 of the California Fire Code is hereby added to read as follows:

**SECTION 4914
FIRE PROTECTION PLAN**

4914 General. A Fire Protection Plan (FPP), approved by the fire code official, shall be required for all new development within the Wildland-Urban Interface Area.

The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site.

The FPP shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.

The FPP shall be consistent with the requirements of *California Building Code* Chapter 7A, the *International Wildland-Urban Interface Code*, and the Loma Linda Municipal Code.

15.28.540 Section B105.2 of Appendix B of the California Fire Code is hereby amended by amending the Exception to read as follow:

Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

15.28.550 Section B-107 of the International Fire Code is hereby added to read as follows:

Section B-107

Underground Fire Loop Requirements

B- 107.1 General: Commercial; Industrial; Institutional; Multi-Family Residential, will require a dedicated Two (2) point of connection looped fire water system fed from appropriately sized water mains.

B-107.2 Specifics: Any development within the City of Loma Linda that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gpm will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the Fire Code Official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical and any modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the Fire Code Official or Fire Chief.

15.28.560 *Section 605 of the International Fire Code is hereby amended to read as follows:*

Section 605.11

SOLAR PHOTOVAIC POWER SYSTEMS.

605.11 Solar photovoltaic power systems shall be installed in accordance with section 605.11.1 through 505.11.2, the California Building Code or the California Electrical Code.

Exceptions:

1. Deleted
2. Roof access, pathways and spacing requirements need not be provided where the Fire Code Official determines that rooftop operations will not be employed.

605.11.1.2 Solar photovoltaic systems for Group R-3 buildings.

Solar photovoltaic systems for Group R-3 buildings shall comply with sections 605.11.1.2.1 through 605.11.1.2.5.

Exception – Deleted.

605.11.1.2.2 Hip roof layouts. Panels and modules installed on Group R-3 buildings with hip roof layouts shall be located in a manner that provides a 3-foot-wide (914mm) clear access pathway from the eave to the ridge on each roof slope where panels and modules are

located. The access pathway shall be at a location on the building capable of supporting the firefighters accessing the roof.

Exception – Deleted.

605.11.1.2.3 Single-ridge roofs. Panels and modules installed on Group R-3 buildings with hip roof layouts shall be located in a manner that provides two - 3-foot-wide (914mm) clear access pathways from the eave to the ridge on each roof slope where panels and modules are located.

Exception – Deleted.

605.11.1.2.4 Roofs with hips and valleys. Panels and modules installed on Group R-3 buildings with hip and valleys where panels are to be placed on either side or both sides of the hip or valley shall not be located any closer than 18 inches (457mm) from the centerline leaving a 3-foot wide clear pathway from the eave to the ridge.

Exception – Deleted.

605.11.2.5 Allowance for smoke ventilation operations. Panels and modules installed on Group R-3 buildings shall be located no less than 3-feet (914mm) from the ridge in order to allow for fire department smoke ventilation operations.

Exception – Deleted.

605.11.1.2.6 Location of conductors. All conduits shall be run on top of the roof and not in attic spaces. Conduit wiring systems and combiner boxes for photovoltaic circuits shall not be located near the fire department access pathways. Conduit runs between sub arrays and to combiner boxes shall be installed in a manner to reduce trip hazard and to minimize the total amount of conduit on the roof by taking the shortest path from the array to the combiner boxes.

15.28.570 Section 304 of the International Fire Code is hereby amended to read as follows:

Section 304 COMBUSTIBLE WASTE MATERIAL.

Section 304.1 Waste accumulation prohibited. Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

304.1.1 Waste material. Accumulations of wastepaper, wood, hay, straw, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on the roof or any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand or bleacher, manufactured home, recreational vehicle or other similar structures.

304.1.2 Vegetation. Weeds, grass or dead palm fronds, dead branches, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with chapter 49 and the 2015 International Wildland-Urban Interface Code.

15.28.580 Section 905 of the California Fire Code is hereby amended to read as follows:

Section 905 STANDPIPE SYSTEMS

905.3.1 Height. In other than Group R-3 and R3.1 occupancies, Class III standpipe systems shall be installed throughout each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144mm) above the lowest level of fire department vehicle access.
2. Buildings are **three** stories in height.
3. Building where the floor level of the lowest story is located more than 30 feet (9144mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

The remainder of the section remains as adopted.

SECTION 2. Repealer. Loma Linda Municipal Code Chapter 15.28 is hereby repealed and replaced as specified in this Ordinance.

SECTION 3. Penalties. If any person shall violate any of the provisions of this Ordinance, or fail to comply with any of the mandatory requirements of this Ordinance, he shall be guilty of an infraction. Any person convicted of an infraction under the provisions of a City Ordinance shall be punishable by (1) a fine of not more than one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Ordinance within one year and (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Ordinance within one year. Each such person shall be deemed guilty of a separate offense for every day during such portion of which any violation of this Ordinance is committed, continued or permitted by such person, and shall be punishable therefore as provided by this Ordinance.

SECTION 4. Validity. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause sentence and phrase thereof, irrespective of the fact that any one or more sections, subsections, clauses, sentences or phrases be declared invalid.

SECTION 5. Posting. Prior to the expiration of 15 days from its passage, the City clerk shall cause this Ordinance to be posted pursuant to law in 3 public places designated for such purpose by the City Council.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 11th day of October 2016 and was adopted on the _____ day of _____ by the following vote to wit:

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
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

COUNCIL AGENDA: November 8, 2016
TO: City Council
FROM: Pamela Byrnes-O'Camb, City Clerk
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Council Bill #O-2013-08 (Second Reading/Roll Call vote) – Adopting the 2015 International Wildland Urban Interface Code

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council:

- a. Waive reading of Council Bill #O-2016-08 in its entirety;
- b. Direct the Clerk to read by title only and call the roll

BACKGROUND

On October 11, 2016, City Council introduced Council Bill #O-2016-08 on First Reading and set the Second Reading for November 8, 2016. Upon adoption, the Code becomes effective January 1, 2017.

The International Wildland-Urban Interface Code contains requirements pertaining to Wildland-Urban Interface areas, formerly known as Hazardous Fire Areas in the Uniform Fire Code.

ANALYSIS

Adoption of the 2015 Edition of the International Wildland-Urban Interface Code will provide regulations and requirements that pertain specifically to the Hazardous Fire Area depicted on the Exhibit to the Ordinance.

FINANCIAL IMPACT

None.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA
ADOPTING AND AMENDING THE 2015 EDITION OF THE INTERNATIONAL
WILDLAND-URBAN INTERFACE CODE.

The City Council of the City of Loma Linda does hereby ordain as follows:

SECTION 1. Chapter 15.30 of Title 15 of the Loma Linda Municipal Code is hereby added to read as follows:

Chapter 15.30

WILDLAND-URBAN INTERFACE CODE

Sections:

15.30.010	Findings and Adoption of the International Wildland-Urban Interface Code
15.30.020	Definitions
15.30.030-220	Amendments to the International Wildland-Urban Interface Code

15.30.010 Findings and Adoption of the Internarional Wildland-Urban Interface Code

(a) **FINDINGS.** The City Council of the City of Loma Linda hereby finds and determines:

1. That the International Code Council (ICC) is a private organization which has been in existence for a period of at least three years.
2. That the International Wildland-Urban Interface Code (IWUIC), 2015 Edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.
3. That said International Wildland-Urban Interface Code has been printed and published as a code in book form within the meaning of Section 50022.2 et seq. of the California Government Code.
4. That one copy of the 2015 International Wildland-Urban Interface Code, certified by the Clerk of the City of Loma Linda to be a true copy, have been filed for use and examination by the public in the Fire Prevention office of the Fire Department of the City of Loma Linda.
5. The sections of said International Wildland-Urban Interface Code may be referred to by the number used in said published compilation, preceded by the words "International Wildland-Urban Interface Code Section" or "Wildland-Urban Interface Code Section" or "WUI Code Section," and may also be referred to by additional reference to the Loma Linda Municipal Code and sections therein pertaining to said International Wildland-Urban Interface Code.

(b) **ADOPTION OF THE THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE.**

The City Council of the City of Loma Linda hereby adopts and amends the 2015 Edition of the International Wildland-Urban Interface Code, and International Wildland-Urban Interface Code Appendices A, B and D; as compiled and published by the International Code Council.

15.30.020 Definitions.

- (a) Wherever the word "Jurisdiction" is used in said Wildland-Urban Interface Code, it shall mean the City of Loma Linda.
- (b) Wherever the term "Code Official" is used in said Wildland-Urban Interface Code, it shall mean the Fire Marshal for the City of Loma Linda.
- (c) Wherever the term "Corporation Counsel" is used in said Wildland-Urban Interface Code, it shall mean the City Attorney for the City of Loma Linda.
- (d) Wherever the term "Fire Department" is used in said Wildland-Urban Interface Code, it shall mean the Fire Department of the City of Loma Linda.
- (e) An employee of the Fire Department of the City of Loma Linda, when enforcing the International Wildland-Urban Interface Code, the Loma Linda Municipal Code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "Peace Officer" as those words are used in Section 830.31 of the California Penal Code.

15.30.030 Section 101.1 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Wildland-Urban Interface Code* of the City of Loma Linda, hereinafter referred to as "this code."

15.30.040 Section 105.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

105.3 Alternative materials or methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official where the alternate material or method involves matters regulated by the California Building Code. The code official shall require that sufficient evidence or proof be submitted to substantiate any claims made regarding the use of alternative materials or methods. The details of any action granting approval of an alternative shall be recorded and entered in the files of the code enforcement agency. Where the alternative method of construction is not approved, the code official shall respond in writing, stating the reasons the alternative was not approved.

15.30.050 Section 107.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

107.3 Work exempt from permit. Unless otherwise provided in the requirements of the *California Building Code*, a permit shall not be required for the following: (Remainder of section remains the same.)

15.30.060 Section 107.11 of the International Wildland-Urban Interface Code is hereby added to read as follows:

107.11 **Permit Fees.** Permit fees as established by City Council Resolution shall be collected by the Finance Department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the code official.

15.30.070 Section 107.12 of the International Wildland-Urban Interface Code is hereby added to read as follows:

107.12 **Fees Not Refundable.** Permit fees shall not be refundable for any reason after initiation of inspection procedures.

15.30.080 Section 108.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

108.3 Site plan. In addition to the requirements for plans in the *California Building Code*, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.

15.30.090 Section 109.1.2.4 of the International Wildland-Urban Interface Code is hereby added to read as follows:

109.1.2.4 Inspection fees. The code official is authorized to collect appropriate fees for inspections according to City Council Resolution establishing fees.

15.30.100 Section 201.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other *California* or *International Codes*, such terms shall have the meanings ascribed to them as in those codes.

15.30.110 Section 202, definition of "BUILDING OFFICIAL," of the International Wildland-Urban Interface Code is hereby amended to read as follows:

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the *California Building Code*, or the building official's duly authorized representative.

15.30.120 Section 202, definition of "FUEL, HEAVY," of the International Wildland-Urban Interface Code is hereby amended to read as follows:

FUEL, HEAVY. Vegetation consisting of round wood 3 to 8 inches (76 to 203 mm) in diameter. Heavy fuels represent dense conifer stands where there is a heavy accumulation of litter and downed woody material. See applicable National Fire Danger Rating system (NFDR), fuel models G & U as described in Appendix D.

15.30.130 Section 202, definition of "FUEL, LIGHT," of the International Wildland-Urban Interface Code is hereby amended to read as follows:

FUEL, LIGHT. Vegetation consisting of herbaceous plants and round wood less than 1/4 inch (6.4 mm) in diameter. Light fuels represent western grasslands vegetated by annual or perennial grasses and forbs. Grasses and forbs are the primary ground fuel, but there can be enough needle

litter and branch wood present from an open pine stand to contribute to the fuel loading. See applicable National Fire Danger Rating system (NFDR), fuel models A, C & L as described in Appendix D.

15.30.140 Section 202, definition of “FUEL, MEDIUM,” of the International Wildland-Urban Interface Code is hereby amended to read as follows:

FUEL, MEDIUM. Vegetation consisting of round wood 1/4 to 3 inches (6.4 mm to 76 mm) in diameter. Medium fuels represent mature, dense fields of California mixed chaparral. See applicable National Fire Danger Rating system (NFDR), fuel models B & F as described in Appendix D.

15.30.150 Section 202, definition of “FUEL MODIFICATION ZONE,” of the International Wildland-Urban Interface Code is hereby added to read as follows:

FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned, modified or both and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

15.30.160 Section 202, definition of “HEAVY TIMBER CONSTRUCTION,” of the International Wildland-Urban Interface Code is hereby amended to read as follows:

HEAVY TIMBER CONSTRUCTION. As described in the *California Building Code*.

15.30.170 Section 404.5, Subsection 2, Exception, of the International Wildland-Urban Interface Code is hereby amended to read as follows:

Exception: A reduction in required flow rate of up to 50 percent, as approved by the code official, is allowed where the building is provided with an approved automatic sprinkler system. The resulting water supply shall not be less than 1,500 gallons per minute (94.6 L/s).

15.30.180 Section 404.10.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

404.10.3 Standby power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power to meet adequate water supply demands shall provide standby power systems in accordance with section 604 of the *California Fire Code* and section 2702 of the *California Building Code* to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for not less than two hours. (Remainder of section remains the same.)

15.30.190 Section 501.1 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

501.1 Scope. Buildings and structures shall be constructed in accordance with the *California Building Code* and this code. (Remainder of section remains the same.)

15.30.200 Section 504.3 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

504.3 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for not less than 1-hour fire-resistance-rated construction, 2-inch (51 mm) nominal dimension lumber, or 1-inch (25.4 mm) nominal fire-retardant-treated lumber or ¾-inch (19 mm) nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the *California Building Code*. Fascias are required and shall be protected on the backside by materials approved for not less than of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

15.30.210 Section 504.7 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

504.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be not less than 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of Section 2303.2 of the *California Building Code*. (Remainder of section remains the same.)

15.30.220 Section 505.7 of the International Wildland-Urban Interface Code is hereby amended to read as follows:

505.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be not less than 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of Section 2303.2 of the *California Building Code*. (Remainder of section remains the same.)

SECTION 2. Penalties. If any person shall violate any of the provisions of this Ordinance, or fail to comply with any of the mandatory requirements of this Ordinance, he shall be guilty of an infraction. Any person convicted of an infraction under the provisions of a City Ordinance shall be punishable by (1) a fine of not more than one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Ordinance within one year and (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Ordinance within one year. Each such person shall be deemed guilty of a separate offense for every day during such portion of which any violation of this Ordinance is committed, continued or permitted by such person, and shall be punishable therefore as provided by this Ordinance.

SECTION 3. Validity. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause sentence and phrase thereof, irrespective of the fact that any one or more sections, subsections, clauses, sentences or phrases be declared invalid.

SECTION 4. Posting. Prior to the expiration of 15 days from its passage, the City clerk shall cause this Ordinance to be posted pursuant to law in 3 public places designated for such purpose by the City Council.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 11th day of October 2016 and was adopted on the _____ day of _____ by the following vote to wit:

Ordinance No.

Page 6

Ayes:

Noes:

Absent:

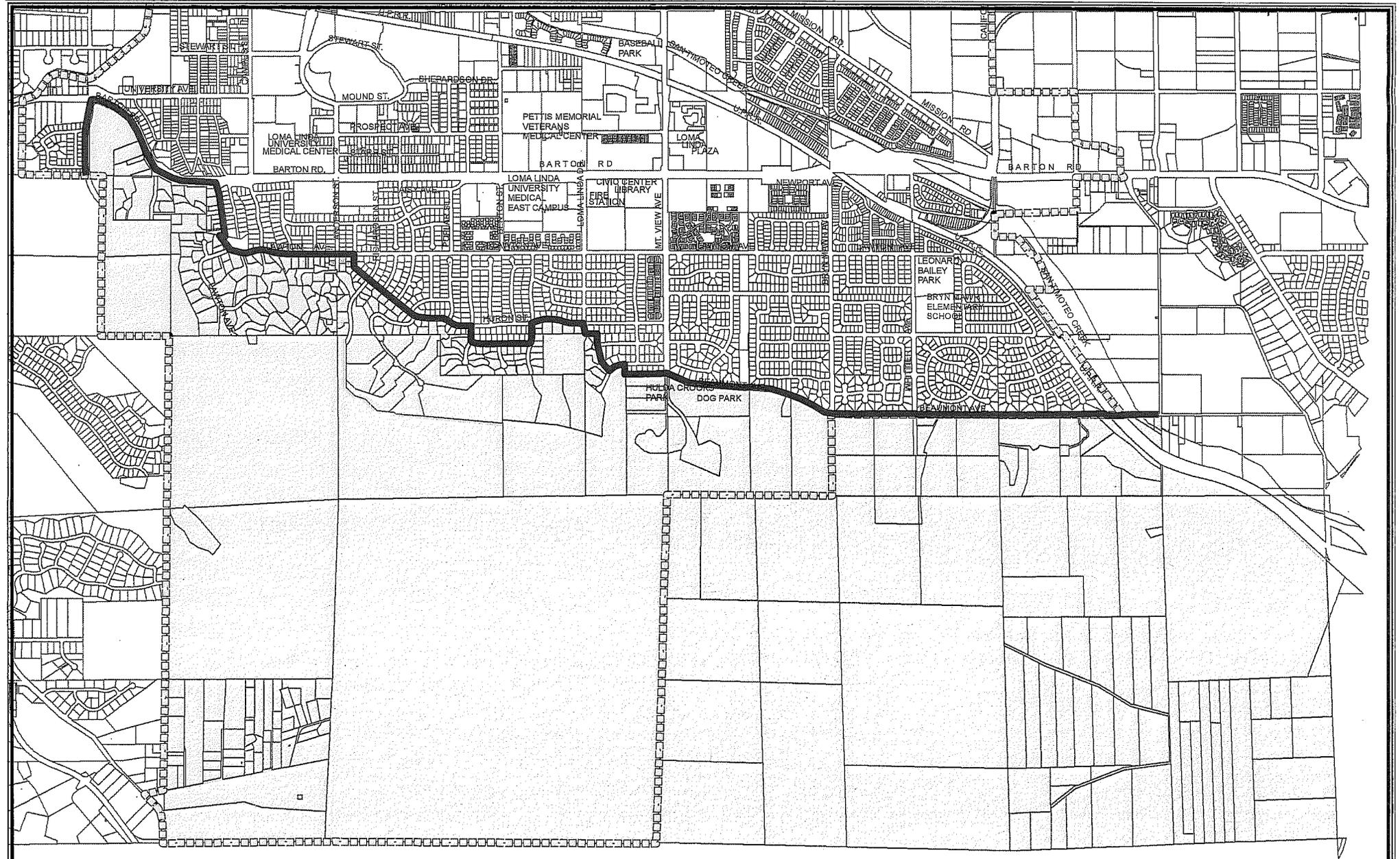
Abstain:

Phil Dupper, Mayor pro tempore

Attest:

Pamela Byrnes-O'Camb, City Clerk

LOMA LINDA WILDLAND URBAN INTERFACE (WUI)



Legend

 FIRE HAZARD BOUNDARY

 CITY LIMITS

 High Fire Hazard Area



LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF NOVEMBER 8, 2016

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, November 8, 2016 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 DECEMBER 13, 2016 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, NOVEMBER 28, 2016

- 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 Items**

G. **Consent Calendar**

1. Demands Register
2. Minutes of October 11, 2016
3. LLHA Bill #R-2016-07 –Approving the Homebuyer Loan Agreement for the purchase of 25478 Sonora Loop by Vasiliy and Flora Babayan [**Secretary**]

H. **Chair and Member Reports**

I. **Reports of Officers**

J. **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: November 8, 2016
TO: Board Members
SUBJECT: Demands Register

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

RECOMMENDATION

It is recommended that the Housing Authority Board approve the attached list of demands for payment.

Voucher List
 CITY OF LOMA LINDA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1785	10/20/2016	001744 CDW GOVERNMENT, INC.	FFT6045	P-0000013713	DATA DOMAIN HARDWARE, LICENS	33.47
					Total :	33.47
1786	10/20/2016	001744 CDW GOVERNMENT, INC.	FGN0864	P-0000013713	DATA DOMAIN HARDWARE, LICENS	121.01
					Total :	121.01
1787	10/25/2016	000336 FEDEX	5-562-37616HA 5-571-08702		COURIER SERVICE COURIER SERVICE	54.85 64.77
					Total :	119.62
1788	10/25/2016	000266 ROBBINS & HOLDAWAY, A PROFESSION 32070			LEGAL SERVICES	374.06
					Total :	374.06
1789	10/25/2016	000868 SBC TAX COLLECTOR	10		2016-2017 ANNUEAL SECURED PR	45,871.03
					Total :	45,871.03
5 Vouchers for bank code : bofaha					Bank total :	46,519.19
5 Vouchers in this report					Total vouchers :	46,519.19

vchlist
10/20/2016 2:12:46PM

Voucher List
CITY OF LOMA LINDA
10/25/2016 HOUSING AUTHORITY

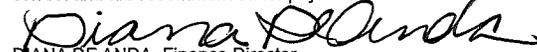
Page: 2

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1785 through 1789 for a total
disbursement of \$ 46,519.19, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10/25/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

Page: 2

vchlist
11/01/2016 12:29:35PM

Voucher List
CITY OF LOMA LINDA
10/31/2016 - HOUSING AUTHORITY

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1790	10/27/2016	005600 ANDREA LARA	REQUEST		REFUND OF IMPOUND BALANCE	104.13

Total : 104.13

1 Vouchers for bank code : bofaha

Bank total : 104.13

1 Vouchers in this report

Total vouchers : 104.13

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1790 for a total
disbursement of \$ 104.13, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
11/08/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

Page: 1

vchlist
11/03/2016 11:02:47AM

Voucher List
CITY OF LOMA LINDA
11/08/2016 HOUSING AUTHORITY

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1791	11/3/2016	002713 PREFERRED MANAGEMENT GROUP	REQUEST		HOA DUES 25613 PROSPECT ANDERS	135.00
					Total :	135.00
1792	11/8/2016	004564 KTS NETWORKS, INC.	92113HA	P-0000013704	SHORETEL PHONE REPLACEMENTS	20.03
					Total :	20.03
1793	11/8/2016	003647 MID-CENTURY INSURANCE CO	G191337572HA		INSURANCE PREMIUM MARI ANGELO	1,098.50
					Total :	1,098.50
1794	11/8/2016	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL 52676HA		P-0000013749	AUDIT SERVICES	1,295.00
					Total :	1,295.00
1795	11/8/2016	001799 STRADLING,YOCCA, CARLSON, & RAUTH	0094HA 200371HA		LEGAL SERVICES LEGAL SERVICES	3,001.37 8,877.90
					Total :	11,879.27
1796	11/8/2016	005456 THE STRICKLER ASSOCIATION	LL1008	P-0000013436	CONSULTING SERVICES FOR HOUSIN	962.50
					Total :	962.50
1797	11/8/2016	005127 VOLOGY, INC.	INV405330	P-0000013519	HP HARDWARE AND ONSITE SUPPOR	80.37
					Total :	80.37
					Bank total :	15,470.67
					7 Vouchers for bank code : bofaha	
					7 Vouchers in this report	Total vouchers : 15,470.67

Page: 1

vchlist
11/03/2016 11:02:47AM

Voucher List
CITY OF LOMA LINDA
11/08/2016 HOUSING AUTHORITY

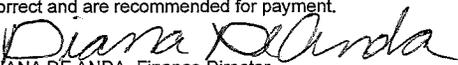
Page: 2

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1791 through 1797 for a total
disbursement of \$ 15,470.67, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
11/08/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



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: November 8, 2016
TO: Housing Authority Members
VIA: T. Jarb Thaipejr, Executive Director
FROM: Pamela Byrnes-O'Camb, Secretary
SUBJECT: Minutes of October 11, 2016

Approved/Continued/Denied By: Housing Authority Date _____
--

RECOMMENDATION

It is recommended that the Housing Authority Board approve the Minutes of October 11, 2016.

Loma Linda Housing Authority

Minutes

A Regular Meeting of October 11, 2016

An adjourned regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 7:59 p.m., Tuesday, October 11, 2016, 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 or deleted; no public participation comments were offered upon invitation of the Chair; and no conflicts of interest were noted.

HA-2016-023 – Consent Calendar

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

The Demands Register dated September 27, 2016 with commercial demands totaling \$6,620.39.

The Demands Register dated September 30, 2016 with commercial demands totaling \$1375.00.

The Demands Register dated October 11, 2016 with commercial demands totaling \$4,814.23.

The Minutes of September 13, 20 and 27, 2016 as presented.

LLHA Bill #R-2016-06.

Resolution No. 33

A Resolution of the Loma Linda Housing Authority approving a Homebuyer Loan Agreement with David Lightbourne (25530 Portola Loop)

The meeting adjourned at 8:00 p.m.

Approved at the meeting of _____, 2016.

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: November 8, 2016

TO: Housing Authority

FROM: Pamela Byrnes-O'Camb, Secretary *pbo*

VIA: T. Jarb Thaipejr, Executive Director *T.J.T.*

SUBJECT: LLHA Bill #R-2016-07 - Approving the Homebuyer Loan Agreement between the Loma Linda Housing Authority and Vasiliy Babayan and Flora Babayan in connection with the sale of 25478 Sonora from Joshua Parck and Loren Reyes to Vasiliy Babayan and Flora Babayan

Approved/Continued/Denied By Housing Authority Date _____

RECOMMENDATION

It is recommended that the Housing Authority Board adopt LLHA Bill #R-2016-07.

BACKGROUND

The single family residential property known as 25478 Sonora Loop (the "Property") was sold by the Housing Authority to Jose Luis Morones in 2002 ("Prior Owner"). A loan on the Property obtained by the Prior Owner from a private lender was subsequently foreclosed; however, the Property remained subject to affordability restrictions which had been recorded as to the Property on behalf of the Loma Linda Redevelopment Agency (the "Redevelopment Agency"). Joshua Parck and Loren Reyes ("Current Owner") acquired title to the Property following completion of the foreclosure process with the consent of the Redevelopment Agency; Current Owner agreed to be bound by affordability restrictions of record as to the Property. From the initial sale of the Property by the developer of the original improvements thereon and continuing to the present time, the Property has been subject to covenants which limit the occupancy of the Property to a household of Low Income, with the additional requirement that the cost for the Property not exceed Affordable Housing Cost as determined in accordance with Health & Safety Code Section 50052.5.

The Current Owner has indicated to the Housing Authority that it desires to sell the Property, and that Current Owner has entered into a purchase and sale agreement as to the Property (the "Purchase and Sale Agreement") with Vasiliy Babayan and Flora Babayan (collectively, the "Buyer"). An independent consultant experienced in affordable housing and income qualifications has reviewed the eligibility of Buyer as a purchaser/owner of the Property and has determined that Buyer qualifies.

In connection with the proposed sale of the Property by Current Owner to Buyer, two existing loans made by the Housing Authority to Current Owner would be extinguished; in their place, two new loans would be made by the Housing Authority to Buyer, each of which would be secured by a deed of trust as to the Property. In addition, the Housing Authority would fund Ten Thousand Four Hundred Thirty Five Dollars (\$10,435.00) to the Current Owner as an accommodation in order to facilitate the sale. The terms

of such loans and payment are more fully set forth in an instrument entitled "Homebuyer Loan Agreement" (the "HLA") in the form submitted herewith.

Under the HLA, the existing affordability covenants would remain in effect.

The HLA provides for monthly payments which will conform to Affordable Housing Cost for Lower Income Households as set by the State Department of Housing and Community Development (HCD) under Health and Safety Code Sections 50052.5, 50079.5, and related regulations. The loans made under the HLA have been structured in an effort to maximize the return to the Housing Authority (in order that repayments will offset the payment to Current Owner and to provide resources for ongoing Housing Authority activities).

ANALYSIS

Housing Authority financing of the Property under the HLA will retain the affordability covenant, provide the Buyer within the lower income category the opportunity to purchase a home, and would provide a revenue source for the Housing Authority by way of monthly payments.

FINANCIAL IMPACT

Sale of the Property subject to the loans as provided under the HLA will provide the Housing Authority with revenue over time in the form of monthly payments of principal and interest. The loans by the Housing Authority would involve an initial cash outlay by the Housing Authority of \$10,435, as noted above; however, this amount would be more than recouped by the repayments of the loans.

RESOLUTION NO. ____

A RESOLUTION OF THE LOMA LINDA HOUSING AUTHORITY APPROVING A HOMEBUYER LOAN AGREEMENT WITH VASILIIY BABAYAN AND FLORA BABAYAN

(25478 Sonora Loop)

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorized and directed the Loma Linda Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Former Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income;

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund (the "Housing Fund");

WHEREAS, pursuant to California Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Former Agency was authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons;

WHEREAS, several sites, including without limitation that land located at 25478 Sonora Loop (the "Property") were improved, in part, using moneys from the Housing Fund;

WHEREAS, ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the interests of the Former Agency were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act;

WHEREAS, acting as prescribed by the 2011 Dissolution Act, the City of Loma Linda (the "City") (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Agency, including without limitation real property (the "Property");

WHEREAS, an oversight board (the "Oversight Board") has been established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of March 20, 2012, by its Resolution No. 2012-004, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Authority, including without limitation the Property;

WHEREAS, among the assets transferred to the Authority were covenants and deeds of trust recorded as the Property in connection with a sale of the Property in 2002 to Jose Luis Morones ("Prior Owner"). The current owners of the Property, Joshua Parck and Loren Reyes (collectively, "Seller") acquired the Property from a private lender (which had acquired the Property from the Prior Owner), with the consent of the Former Agency, as subject to covenants of record restricting

Resolution No.

Page 2

occupancy and ownership of the Property to households which at the time of purchase were households having an income not exceeding eighty percent (80%) of areawide median income, as further described at Health & Safety Code Section 50079.5 ("Low Income Households") at a housing cost not in excess of the maximum housing cost permitted under California Health & Safety Code Section 50052.5 for a Low Income Household ("Affordable Housing Cost"). The covenants of record as to the Property currently provide that they continue in effect until April 14, 2039;

WHEREAS, at the time the Seller acquired the Property, the Former Agency made loans to the Seller, secured by the Property, in the respective original principal amounts of \$97,120.00 and \$156,000.00 (the "2009 Agency Loans");

WHEREAS, Seller has entered into an agreement entitled "Purchase and Sale Agreement" dated as of October 20, 2016 (the "Purchase Agreement") with Vasilii Babayan and Flora Babayan (collectively, "Buyer" or "Program Participant") under which Seller will sell the Property to the Program Participant for a purchase price of Two Hundred Twenty Three Thousand One Hundred Twenty Dollars (\$223,120.00) (the "Purchase Price") under terms and conditions more particularly set forth in the Purchase Agreement, and a draft agreement entitled "Homebuyer Loan Agreement" dated as of November 8, 2016 between the Authority and Program Participant (the "Homebuyer Loan Agreement"). A copy of each of the Homebuyer Loan Agreement and the Purchase Agreement is on file with the Authority Secretary;

WHEREAS, Program Participant has provided financial information to the Authority and has represented that Program Participant is a low income household;

WHEREAS, in connection with the proposed sale by Seller to Buyer, Seller and Buyer have proposed that the Authority originate new loans in the combined amount of Two Hundred Eighteen Thousand Two Hundred Dollars (\$218,200.00) (the "Authority Loan Amount") to Buyer, and that the Authority authorize the expenditure of the sum of Ten Thousand Four Hundred Thirty Five Dollars (\$10,435.00) (the "Authority Accommodation Amount") to Seller (less Seller's costs of sale), the latter in consideration of the payments Seller has previously made to Authority and to induce Seller to effect the sale of the Property to Buyer;

WHEREAS, in connection with the sale by Seller to Buyer under the Purchase and Sale Agreement, the Authority will release and reconvey the deeds of trust securing repayment of the 2009 Agency Loans and the 2009 Agency Loans will thereupon be deemed cancelled;

WHEREAS, under the Homebuyer Loan Agreement, the Authority will record deeds of trust as to the Property in the amount of the Authority Loan Amount ("Authority Deeds of Trust"), and affordability covenants in place as to the Property will remain in full force and effect and will apply to the extent necessary that affordability covenants remain in effect until the later to occur of April 14, 2039 or the satisfaction in full of the Authority Deeds of Trust;

WHEREAS, the terms of the Authority Loans are set forth in the draft Homebuyer Loan Agreement;

WHEREAS, the Program Participant has acknowledged and agreed that the use of the Property will continue to be restricted to "Low Income Households" (households having an income of not to exceed eighty percent (80%) of median income, as defined in California Health and Safety Code Section 50079.5), all as more particularly provided in the Homebuyer Loan Agreement, and that the Property is required to continue to be maintained at "Affordable Housing Cost" for a Low Income Household, as defined by California Health and Safety Code Sections 50079.5 and 50052.5;

WHEREAS, the Program Participant has represented and Authority staff has confirmed that the Program Participant requires financial participation by the Authority (in the form of the Authority Loans) in order to purchase the Property and would not be able to purchase the Property without such financial participation by the Authority. Program Participant is a Low Income Household;

WHEREAS, Program Participant has represented and warranted to Authority that Program Participant intends to reside in the Property as the Buyer's principal residence at all times during the period of Program Participant's ownership of the Property;

WHEREAS, the Authority wishes to lend, and Program Participant wishes to borrow, funds to enable Program Participant to purchase the Property (under the Purchase Agreement) upon the terms and conditions set forth in the Homebuyer Loan Agreement;

WHEREAS, the Authority staff has reviewed the Program Participant's eligibility for acquisition of the Property as a Low Income Household;

WHEREAS, the preservation of the Property as an affordable housing resource which continues to be available at Affordable Housing Cost to Low Income Households, subject to long-term covenants, assists in maintaining an existing covenant, promotes the affordable housing objectives of the Authority and furthers the provision of affordable housing and provides for mechanisms to better assure the long-term affordability of the Property;

WHEREAS, the Authority has duly considered all terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement is in the best interests of the Authority and 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 law requirements;

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

WHEREAS, the Authority has duly considered all of the terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement 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 LOMA LINDA HOUSING AUTHORITY DOES RESOLVE AS FOLLOWS:

Resolution No.

Page 4

Section 1. The Authority finds and determines that each of the recitals set forth above is true and correct.

Section 2. The Authority hereby approves the Homebuyer Loan Agreement in substantially the form presented to the Authority, subject to such revisions as may be directed by the governing board of the Authority and such changes as may be made by the Executive Director of the Authority or his designee. The Authority authorizes the Executive Director to release and reconvey the deeds of trust securing repayment of the 2009 Agency Loans and to cancel the 2009 Agency Loans provided that the Authority Deeds of Trust are recorded and title insurance is provided for the benefit of the Authority as set forth in the Homebuyer Loan Agreement. The Executive Director of the Authority is hereby authorized to execute the Homebuyer Loan Agreement (including without limitation all attachments thereto) on behalf of the Authority, together with any instruments necessary or convenient to implement the Homebuyer Loan Agreement, to disburse the Authority Accommodation Amount, and to undertake such actions as are reasonable and necessary to further the implementation of the Homebuyer Loan Agreement. A copy of the Homebuyer Loan Agreement shall, when executed by the Authority, be placed on file in the office of the Secretary of the Authority.

Section 3 The Authority appropriates funds equal to the Authority Accommodation Amount and costs of the Authority in accomplishing the closing of the transactions referenced herein.

APPROVED AND ADOPTED this 8th day of November, 2016 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

By:

Rhodes Rigsby, Chairman

ATTEST:

Pamela Byrnes-O'Camb, Authority Secretary

HOMEBUYER LOAN AGREEMENT

THIS HOMEBUYER LOAN AGREEMENT (the "Agreement") is made as of November 8, 2016 (the "Date of Agreement") by and between VITALIY BABAYAN and FLORA BABAYAN, husband and wife (collectively, "Program Participant" or "Trustor"), and the LOMA LINDA HOUSING AUTHORITY, a public body corporate and politic (the "Authority" or "Beneficiary").

R E C I T A L S

A. The Loma Linda Redevelopment Agency ("Redevelopment Agency") entered into an agreement, dated as of April 18, 1998 (the "Original Affordable Housing Agreement") with Gardner Construction and Development, Inc. (the "Developer"), which was amended by that certain Amended and Restated First Amendment to Affordable Housing Agreement dated as of September 14, 1999 between the Developer and the Redevelopment Agency (as amended, the "Affordable Housing Agreement") under which Developer agreed to purchase certain property from the Agency, construct houses thereon and offer a certain number of those houses at affordable housing cost to low income households, subject to covenants assuring long-term affordability.

B. The Redevelopment Agency and Gardner Construction and Development, Inc., a California corporation ("Developer"), executed a Declaration of Conditions, Covenants and Restrictions dated as of June 30, 1998, which was recorded in the official land records of the County Recorder of the County of San Bernardino ("Official Records") on June 30, 1998, as Document No. 19980254424 (the "Base Covenants"). The Base Covenants affect the real property, which included (without limitation) that certain real property known as 25478 Sonora Loop, Loma Linda (herein, the "Property"). The Base Documents were modified by that instrument entitled "Declaration of Conditions Covenants and Restrictions" dated as of September 14, 1999, and recorded in the Official Records on September 30, 1999, as Document No. 99-413390 (the "First Amendment to Covenants"); the First Amendment to Covenants is hereby incorporated herein by reference. The Base Covenants, as modified by the First Amendment to Covenants and the Second Amendment to Covenants, were further modified by that instrument entitled "Certificate Regarding Declaration of Conditions, Covenants and Restrictions and Certain Other Instruments", as executed by the Redevelopment Agency, Joshua Parck and Loren Reyes, which was recorded among the Official Records on May 19, 2009 as Document No. 2009-0216180 (the "Third Amendment to Covenants"). The Third Amendment to Covenants is set forth in Exhibit D hereto at pages D-32 to D-39, inclusive. For purposes of convenience, the Base Covenants as amended by the First Amendment to Covenants, the Second Amendment to Covenants, and the Third Amendment to Covenants are referred to herein as the "CC&Rs." The CC&Rs contain requirements and limitations with respect to affordable housing, nondiscrimination, maintenance of the Site and other matters as set forth therein. A copy of the CC&Rs has been provided to and has been reviewed by Participant. Each of the First Amendment to Covenants, the Second Amendment to Covenants, and the Third Amendment to Covenants is incorporated herein by reference.

C. One of the houses developed by the Developer under the Affordable Housing Agreement is located at the Property, which is more particularly described in the Legal Description of Property, Exhibit "A" hereto. The Property, and the dwelling unit located thereon (the "Unit"), is required to be maintained and available at affordable housing cost to low income households (as such terms are defined below) pursuant to the Affordable Housing Agreement, as well as the CC&Rs.

D. Program Participant has entered into an agreement entitled "Purchase and Sale Agreement" dated as of October 20, 2016 (the "Purchase Agreement") with the current owner of the Property, Joshua Parck and Loren Reyes (collectively, the "Seller"), will sell the Property to the Program Participant for a purchase price of Two Hundred Twenty Three Thousand One Hundred Twenty (\$223,120.00) (the "Purchase Price"). The disposition of the Purchase Price is more fully described in the "Supplemental Escrow Instructions" (Exhibit J).

E. Program Participant requires assistance to purchase the Property and would not be able to purchase the Property without such assistance. Program Participant is a low income household and currently earns less than eighty percent (80%) of the current annual median income for the San Bernardino County area, as those terms are defined by California Health and Safety Code Sections 50079.5 and 50052.5.

F. Program Participant represents and warrants to Authority that Program Participant and Program Participant's immediate family intend to reside in the Property as the family's principal residence at all times during the period of Program Participant's ownership of the Property.

G. The Authority desires to assist persons of low income to purchase residential property as part of its efforts to increase, improve, and preserve low income housing available at an affordable housing cost within the corporate limits of the City of Loma Linda.

H. The Authority wishes to lend, and Program Participant wishes to borrow, funds to assist Program Participant to purchase the Property upon the terms and conditions set forth herein.

I. Throughout that period commencing as of June 30, 1998 and ending as of April 14, 2039 (which period shall hereafter be referred to herein as the "Affordability Period), the Property may only be transferred to Low Income Households at an Affordable Housing Cost ("Eligible Persons and Families") which transferee(s) execute agreements with the Authority substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by Authority.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Homebuyer Loans. In connection with the purchase of the Property by the Program Participant from the Seller, and provided that Seller conveys the Property by grant deed to the Program Participant pursuant to the Purchase Agreement by the time set forth therein for conveyance of the Property, but no later than December 20, 2016 (the "Conveyance Deadline"), as such Conveyance Deadline may be extended by the Executive Director of the Authority (the "Executive Director") at his sole and absolute discretion. The Program Participant will execute promissory notes evidencing loans by the Authority to the Program Participant, as follows: (i) a loan (the "Homebuyer Senior Loan") in the original principal amount of Nine Thousand One Hundred Twenty Dollars (\$9,120.00) (the "Homebuyer Senior Loan Amount"), and (ii) a loan (the "Junior Loan") in the original principal amount of Two Hundred Nine Thousand Dollars (\$209,000.00) (the "Junior Loan Amount"). Notwithstanding such stated original principal amounts, the amount to be disbursed by the Authority to escrow shall consist of an amount equal to the sum of Ten Thousand Four Hundred Thirty Five Dollars (\$10,435.00) (the "Authority Accommodation Amount"). The balance of the Purchase Price is in consideration of release by Authority of certain loans previously made by the Redevelopment Agency to the Seller, payment of which is secured by deeds of trust as to the Property.

Prior to the conveyance of the Property to Program Participant by the Seller, Program Participant shall execute and deliver to the escrow holder designation in Section 9 hereof for delivery to the Authority: (i) a promissory note in favor of the Authority as holder, in the form of the "Homebuyer Senior Note" attached hereto as Exhibit "B" and incorporated herein; (ii) a promissory note in favor of the Authority as holder, in the form of the "Junior Note" attached hereto as Exhibit "H" and incorporated herein; (iii) a deed of trust in the form of Exhibit "C" hereto (the "Homebuyer Senior Deed of Trust"); (iv) a deed of trust in the form of Exhibit "I" hereto (the "Junior Deed of Trust"); and (v) supplemental escrow instructions in the form of Exhibit "J" hereto (the "Supplemental Escrow Instructions"); the Homebuyer Senior Deed of Trust and the Junior Deed of Trust shall have been recorded in conformity with this Agreement (and, specifically, Sections 9 and 11 hereof) as a condition to the release of funds provided by the Authority. In addition, Program Participant shall execute and deliver to escrow and cause the escrow holder to deliver to Authority, duly recorded among the Official Records, (i) the instrument entitled "Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property" (in the form of Exhibit "G" to this Agreement; herein, the "Homebuyer Certificate"), and (ii) the "Resale Restriction Agreement" (in the form of Exhibit "E" hereto).

Program Participant agrees and acknowledges that Program Participant has been provided with and has reviewed a copy of each of the Base Covenants, the First Amendment to Covenants, the Second Amendment to Covenants (a copy of each is attached at Exhibit D hereof) at pages D-25 to D-31, inclusive, the Third Amendment to Covenants (a copy of which is attached at Exhibit D at pages D-32 to D-39, inclusive), as well as the Homebuyer Certificate, and all those matters described in that preliminary title report by Ticor Title Company of California, No. 00435811-021-DN1, dated as of September 22, 2016 (the "Preliminary Title Report") and this Agreement and each and every document referenced herein. The Program Participant acknowledges that affordability is required to be maintained with respect to the Property under this Agreement, as provided in the Homebuyer Certificate and the Notice of Affordability Restrictions.

Program Participant (or Program Participant's heirs following the death of Program Participant) agrees to notify Authority not less than thirty (30) days prior to (i) the opening of escrow for the sale of the Property, (ii) the signing of any agreements or documents related to the transfer, including, without limitation, lease, exchange or other disposition of any interest in the Property, (iii) any proposed refinancing, or (iv) the close of Program Participant's probate estate. Nothing in this paragraph or this Agreement, however, shall be construed to authorize the Property to be leased or rented.

2. Maintenance of Property; Insurance. Program Participant shall maintain the improvements and landscaping on the Property in the manner prescribed by the Base Covenants and the First Amendment to Covenants, the Homebuyer Certificate and the Resale Restriction Agreement. Program Participant shall maintain, for the time any amount remains outstanding under either the Homebuyer Senior Loan or the Junior Loan, whichever remains outstanding the longest, an all risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name Authority as loss payee and shall contain a statement of obligation on behalf of the carrier to notify Authority of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Program Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to Authority within thirty (30) days of the effective date of this Agreement, and upon request by Authority, Program Participant shall transmit to Authority further copies of the certificate of insurance and a loss payee endorsement. The copy of

the certificate of insurance and loss payee endorsement shall be transmitted to Authority at the address set forth in Section 25 hereof. Any certificate of insurance must be in a form, content, and with companies reasonably acceptable to Authority.

3. Due on Sale, Transfer or Refinancing. Program Participant agrees to notify the Authority not less than thirty (30) days prior to (i) the sale or transfer of the Property or (ii) any refinancing of the lien of the Homebuyer Senior Deed of Trust, the Junior Deed of Trust or any other lien on the Property. Each of the Homebuyer Senior Loan and the Junior Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the Property, or (iii) Program Participant is no longer an occupant of the Property in conformity with Section 5 of this Agreement or is in material default of any other obligation pursuant to this Agreement. If the Authority is asked to forbear from enforcing the due-on-sale clause or to allow the assumption of the loan evidenced by the Homebuyer Senior Note or the Junior Note, the party or parties so requesting shall prepare and submit to the Authority a complete package containing all information necessary to demonstrate and verify the income of the proposed transferee, the proposed housing cost, and all other information reasonably requested by the Executive Director or which would have been required had such proposed transferee attempted to qualify as original Program Participant under the terms of the Agreement. At the request of Program Participant, the Authority may, in its sole discretion, waive the requirements of this Section 3 and extend the term of the Homebuyer Senior Note.

4. Low Income Household. "Low Income" (or "Lower Income") or "Low Income Households" (or "Lower Income Households") shall mean and include: Low Income households as defined in Health and Safety Code Section 50079.5 to households earning not greater than eighty percent (80%) of "Median Income" (as defined below). Low Income Households includes low income households, as defined in Health and Safety Code Section 50079.5, very low income households, as defined in Health and Safety Code Section 50105 (households earning not greater than fifty percent [50%] of Median Income), and extremely low income households, as defined in Health and Safety Code Section 50106 (households earning not greater than thirty percent [30%] of Median Income); provided that in each event, the housing cost must be "Affordable Housing Cost" as defined below. As used herein, "Median Income" or "Median Income for the Area" means the median income for San Bernardino County as determined by Authority under Health and Safety Code Section 50052.5 and applicable regulations, if any, of the State of California.

"Affordable Housing Cost" for each owner (namely, Program Participant and all successors thereto during the Affordability Period) shall be as defined in Health and Safety Code Sections 50052.5 and 50079.5 (or its successor statute) and the implementing regulations thereto promulgated by the Housing and Community Development Department of the State of California. As of the date of the Agreement, Affordable Housing Cost for a Low Income Household means a monthly housing cost which does not exceed thirty percent (30%) times seventy percent (70%) of Median Income adjusted for family size appropriate to the Unit (or for a Very Low Income Household, a monthly housing cost that does not exceed thirty percent (30%) times fifty percent (50%) of Median Income adjusted for family size appropriate to the Unit). Pursuant to Section 50052.5, if the Property has three bedrooms the presumed household size for purposes of the Agreement is four persons.

Program Participant represents and warrants to the Authority that Program Participant, and each and every person who will reside at the Property, as the incomes of all such persons are aggregated, constitute a Low Income Household earning less than eighty percent (80%) of current annual median income for San Bernardino County, as those terms are defined by California Health

and Safety Code Sections 50079.5 and 50052.5; (ii) the Program Participant will reside in the Property as Program Participant's principal residence; (iii) information concerning income, credit scores, and all other information provided to Authority by the Participant has been true and correct. Program Participant acknowledges that the Authority has relied upon the foregoing information, representations and warranties in entering into this Agreement.

During a period ("Affordability Period") which commenced June 30, 1998 and which shall continue until the later to occur of: (i) April 14, 2039, or (ii) the confirmation in writing by the Authority, signed by the Executive Director or Finance Director of the Authority, that each of the Homebuyer Senior Loan and the Junior Loan have been satisfied in full and no moneys remain payable to the Authority (or other holder) thereunder (the later of such times as so determined by the Authority constituting the "Extended Expiration Date"), the Homebuyer Senior Loan Amount will not become due and payable if, in strict conformity with all requirements of this Agreement (but see below as to payments under the Junior Loan), Trustor sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons and Families"), and the purchaser assumes the Homeowner Senior Note and the Agreement by an assignment and assumption agreement which is acceptable to the Beneficiary. Each purchaser shall be a Low Income Household, purchasing at an Affordable Housing Cost ("Eligible Persons and Families"), and which executes and delivers to Authority agreements with the Authority substantially in the form of this Agreement along with the attachments hereto, or assumptions in form acceptable to and approved by Authority. The Homebuyer Senior Note shall not be assumable excepting at the sole and absolute discretion of the Authority.

Subject to the prior written approval of the Authority having first been obtained, if the Property is sold during the Affordability Period by the Trustor to a Low Income Household, and the Sales Price does not exceed Affordable Housing Cost to such Buyer, then so long as the Trustor is not in default of the Agreement, the Homebuyer Senior Note may be assumed by the Eligible Buyer by an assignment and assumption agreement which is acceptable to the Beneficiary. Upon the effective date of such assignment and assumption with the prior written approval of the Authority, the assigning Trustor shall no longer be liable for any further obligations under the Homebuyer Senior Note which accrue after the date of such assignment and assumption. In order to verify the buyer's status as a Low Income Household, Trustor shall submit to the Authority the identity of the proposed buyer and adequate information evidencing the income and household size of the proposed buyer. Said income information shall be submitted together with the notice of proposed sale pursuant to Section 3 of this Agreement not less than thirty (30) days prior to opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that the Authority may determine and verify the household income of the proposed buyer to determine whether the buyer is a Low Income Household and whether the Property is being transferred to such buyer at Affordable Housing Cost. If the Authority is unable to verify the buyer's income as provided herein prior to the proposed sale, then the buyer's income shall be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

Monthly payments shall be required to be made by Program Participant under the Junior Note; such payments are described with greater particularity in the Junior Note.

The income of co-signers and co-mortgagors will be included for determining whether Program Participant is a Low Income Household, if such co-signers and co-mortgagors are part of Program Participant's household and are residing in the Property.

5. Occupancy Standards. The Property shall be used as the personal residence of Program Participant and Program Participant's immediate family and for no other purpose. Program Participant shall not enter into an agreement for the rental or lease of the Property. The number of persons residing in the Property shall be limited to the product of the number of bedrooms in the Property multiplied by two, plus one. (For example, a two bedroom house would be limited to occupancy by five persons, a three bedroom house would be limited to occupancy by seven persons, etc.) Program Participant shall, upon demand by Authority, submit to Authority an affidavit of occupancy verifying Program Participant's compliance with this Section 5. Such affidavit may be required by Authority on an annual basis.

6. Income Information. Program Participant has submitted an eligibility verification form to the Authority prior to execution of this Agreement. Program Participant represents and warrants to the Authority that all information Program Participant has provided and will provide in the future is and will be true, correct and complete. Program Participant acknowledges that the Authority is relying upon Program Participant's representations that Program Participant's income does not exceed eighty percent (80%) of the area median income and would not have entered into this Agreement if Program Participant's income exceeded eighty percent (80%) of the area median income.

7. Loan Servicing. The Authority may contract with a private lender to originate and service one or more of the Homebuyer Senior Loan or the Junior Note.

8. Sole and Separate Property. An individual taking title in this manner is subject to special requirements because of California Community Property Laws and the Internal Revenue Code. If Program Participant becomes married and is thereafter legally separated, or files for divorce and a legal property disposition agreement exists between Program Participant and his spouse, a quitclaim deed from one spouse to the other and a copy of the property disposition agreement may be required by Authority.

9. Escrow Provisions; Title Insurance and Closing Costs.

(a) Program Participant shall open or shall cause to be opened an escrow for the conveyance of the Property by Seller to Program Participant (the "Sale Escrow") with Ticor Title Company of California, Newport Beach office (the "Escrow Holder"). Unless a form of grant deed is provided by Seller that is acceptable to Buyer, the Escrow Holder shall prepare a grant deed conveying title to the Property from Seller to Program Participant (the "Grant Deed") which grant deed shall be substantially in the form prescribed by the Purchase Agreement; vesting shall be to Vitaliy Babayan and Flora Babayan, husband and wife; Program Participant (and not the Authority) shall be responsible for determining the manner in which Program Participant holds title. Escrow Holder shall accomplish the recordation of the Grant Deed, all as more particularly set forth herein. Upon written confirmation by Seller to each of Program Participant, the Authority and the Escrow Holder, this Agreement shall constitute the joint basic escrow instructions of the Seller and the Program Participant in connection with the purchase and sale of the Property by Seller to Program Participant (upon confirmation thereof by Seller), and a duplicate original of this Agreement shall be delivered to the Escrow Holder upon the opening of the Sale Escrow. The Authority, the Seller and the Program Participant shall provide such additional escrow instructions as shall be necessary for and consistent with this Agreement relative to the sale of the Property. The Escrow Holder is hereby empowered to act under this Agreement, and the Escrow Holder, upon indicating within five (5) days after the opening of the Sale Escrow its acceptance of the provisions of this paragraph (a) of

Section 9, in writing, delivered to the Seller, Authority and the Program Participant, shall carry out its duties as Escrow Holder hereunder. Escrow Holder shall coordinate with Escrow Holder to effect the implementation of the closing of the conveyance of the Property and the recording of those additional instruments identified in paragraph (b) of this Section 9. When Ticor Title Company of California, Tustin office, as title insurer (the "Title Company") is prepared to issue its owner's policy of title insurance based upon the Purchase Price ("Owner's Policy") to Program Participant (as owner) and its lender's policies of title insurance to the Authority (as lender) in connection with each of the Homebuyer Senior Deed of Trust and the Junior Deed of Trust as provided in subsection (c), below based upon the original principal amounts of such loans as stated in the Homebuyer Senior Note and the Junior Note, respectively (the "Lender's Policies"), the Title Company shall so inform each of the Authority and Seller whereupon Authority will fund the Authority Accommodation Amount (less any closing costs chargeable to Seller); Seller will fund one-half of closing costs, as well as the premium for the Owner's Policy, the cost for a Fidelity National Home warranty or another home warranty for one year (the "Home Warranty"), and the cost of a natural hazard report (collectively, "Seller's Closing Amount"); Program Participant will fund one-half of closing costs plus that amount, if any, for the premium for the Lender's Policies, as well as, the additional amount of Five Thousand Dollars (\$5,000.00) for down payment (the "Down Payment Amount") and the additional amount of Six Hundred Dollars (\$600.00) for tax and insurance impounds (the "Initial Impound Amount"), and Buyer's share of closing costs in the approximate amount of One Thousand Three Hundred Dollars ("Buyer's Closing Amount", and, together with the Down Payment Amount and the Initial Impound Amount, the "Program Participant's Closing Amount") and Escrow Holder shall cause the recordation of the Homebuyer Declaration of Conditions, covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement, and the Homebuyer Senior Deed of Trust, the Junior Deed of Trust, deliver to the Authority the Homebuyer Senior Note and the Junior Note, disburse the Down Payment Amount, disburse the Authority Accommodation Amount to Seller, disburse the Initial Impound Amount to the Authority and charge the respective parties for their respective shares of costs as provided herein.

Provisions regarding escrow are more particularly set forth in the Supplemental Escrow Instructions as attached hereto as Exhibit "J." The Supplemental Escrow Instructions may be revised upon mutual agreement upon consultation with the Escrow Holder.

(b) The Authority agrees to open an escrow for the Homebuyer Senior Loan and the Junior Loan (which, together with the Homebuyer Senior Loan, is referred to as the "Homebuyer Loans") (the "Loan Escrow") with the Escrow Holder. The Escrow Holder shall accomplish the recordation of the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement, the Homebuyer Senior Deed of Trust and the Junior Deed of Trust, as well as the delivery of each of the Homebuyer Senior Note and the Junior Note to the Authority, all as more particularly set forth herein. This Agreement constitutes the joint basic escrow instructions of the Authority and the Program Participant in connection with the Authority Loans, and a duplicate original of this Agreement shall be delivered to the Escrow Holder upon the opening of the Loan Escrow. The Authority, the Seller and the Program Participant shall provide such additional escrow instructions as shall be necessary for and consistent with this Agreement. The Escrow Holder is hereby empowered to act under this Agreement, and the Escrow Holder, upon indicating within five (5) days after the opening of the Loan Escrow its acceptance of the provisions of this Section 9, in writing, delivered to the Authority and the Program Participant, shall carry out its duties as Escrow Holder hereunder. When the Title Company is prepared to issue its owner's policy of title insurance to Program Participant and its Lender's Policies of title insurance to the Authority (as lender) in connection with the Homebuyer Senior Deed of Trust and the Junior

Deed of Trust as provided in subsection (c), below, it shall so inform each of the Authority and Seller whereupon Authority will fund the Homebuyer Senior Loan and the Junior Loan as the principal amount of the Homebuyer Senior Loan; Seller will fund Seller's Closing Amount; Program Participant will fund Program Participant's Closing Amount and Escrow Holder shall cause the recordation of the Grant Deed, the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement, the Homebuyer Senior Deed of Trust and the Junior Deed of Trust, deliver to the Authority the Homebuyer Senior Note and the Junior Note, disburse the Authority Accommodation Amount to the Seller, disburse the Initial Impound Amount to the Authority, disburse the Grant Deed to the Program Participant and charge the respective parties for their respective shares of costs as provided herein.

Additional provisions regarding escrow are more particularly set forth in the Supplemental Escrow Instructions as attached hereto as Exhibit "J." The Supplemental Escrow Instructions may be revised upon mutual agreement upon consultation with the Escrow Holder.

Notice under this Agreement to either Vitaliy Babayan and Flora Babayan shall be deemed to constitute notice to both and to Program Participant.

All funds received in the Loan Escrow shall be deposited by the Escrow Holder, with other escrow funds of the Escrow Holder in an interest earning general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other general escrow account or accounts. All disbursements shall be made by check of the Escrow Holder. All adjustments are to be made on the basis of a thirty (30) day month. Interest shall be applied for the benefit of the party depositing such funds.

If this Escrow is not in condition to close on or before the Conveyance Deadline, either party hereto who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand from the Escrow Holder the return of its money, papers or documents deposited with the Escrow Holder, with a copy to be concurrently transmitted by such party to the other party. No demand for return shall be recognized until ten (10) days after the Escrow Holder shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the ten (10) day period, in which event the Escrow Holder is authorized to hold all money, papers and documents with respect to the Property until instructed by a mutual agreement of the parties or by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible.

The Escrow Holder shall not be obligated to return any such money, papers or documents except upon the written instructions of both the Authority and the Program Participant or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment to these Escrow instructions shall be in writing and signed by both the Authority and the Program Participant. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as Escrow Holder under such amendment.

(c) As a condition of closing, the Title Insurer shall be prepared to issue the following policies of title insurance: (i) the Owner's Policy to Program Participant and the Lender's Policies. Such policies shall be subject to the Base Covenants, the First Amendment to Covenants,

the Second Amendment to Covenants, the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement and such other encumbrances, if any, as may be approved by the Authority [collectively, the "Approved Senior Exceptions"]) and, with respect to the Junior Deed of Trust, the Approved Senior Exceptions, the Homebuyer Senior Deed of Trust and such additional encumbrances, if any, as may be approved by the Authority). Once the conditions to closing have been satisfied and the Escrow Holder and Escrow Holder have funds sufficient to defray costs of closing (including premiums for title insurance policies as described in this Section 9), the escrows shall close.

(d) Upon closing, Escrow Holder shall deliver: (i) to Program Participant, the Grant Deed, a closing statement, and a copy of the other instruments delivered to escrow; (ii) to Seller, the Authority Accommodation Amount less Seller's Closing Amount; and (iii) to Authority, Homebuyer Senior Deed of Trust, the Homebuyer Senior Note, the Junior Note, the Junior Deed of Trust, the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement, the Initial Impound Amount, and a copy of the other instruments delivered to escrow.

10. [Reserved].

11. Covenants. Program Participant and the Authority shall execute and cause to be recorded among the Official Records the Resale Restriction Agreement and the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Program Participant acknowledges and agrees that the Property shall only be owned by Program Participant or other persons or families of low income available at an affordable housing cost, as those terms are defined in California Health and Safety Code Sections 50093 and 50052.5, and that Program Participant shall not discriminate against any person or group of persons on the basis of race, color, religion, sex, marital status, national origin or ancestry.

12. Indemnification. The Program Participant shall defend, indemnify and hold harmless each of the Authority and the City and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Property or this Agreement. The Program Participant shall remain fully obligated for the payment of property taxes and assessments related to the Property. There shall be neither reduction in taxes for Program Participant, nor any transfer of responsibility to the Authority or the City to make such payments, by virtue of the moneys loaned as evidenced by the Homebuyer Senior Note or the Junior Note.

13. Miscellaneous. Time is of the essence hereof. If the Homebuyer Senior Note or the Junior Note is now, or hereafter shall be, signed by more than one party or person, each shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns.

14. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to

completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

15. Remedies. Authority shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Program Participant. Such remedies may include, without limitation, (a) specific performance of the terms of the Agreement, (b) disgorgement of any amount of consideration received for the Property that exceeds an Affordable Housing Cost, and (c) an order to pay attorneys' fees, as set forth in Section 26 herein.

16. Non Waiver. Failure to exercise any right Authority may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

17. Documents. Program Participant is aware that the Authority has prepared certain documents to implement the Program and secure repayment of each of the Homebuyer Senior Loan and the Junior Loan. Program Participant has been encouraged by the Authority to seek legal counsel to advise Program Participant. Program Participant has reviewed and agrees to execute the following documents prior to the release of any funds by the Authority:

- (a) Disclosure Statement (Exhibit "F," as to each loan);
- (b) Homebuyer Senior Note;
- (c) Homebuyer Senior Deed of Trust;
- (d) Junior Note;
- (e) Junior Deed of Trust;
- (f) Homebuyer Certificate; and
- (g) Resale Restriction Agreement.

Program Participant agrees and acknowledges that each of the Grant Deed, the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, the Resale Restriction Agreement, the Homebuyer Senior Deed of Trust, the Junior Deed of Trust and the Homebuyer Declaration of Conditions, Covenants and Restrictions and Agreement Affecting Real Property, among the Official Records and, along with the Base Covenants, the First Amendment to Covenants, the Second Amendment to Covenants, and the Third Amendment to Covenants shall appear of record with respect to and as encumbrances to the Property.

18. Further Assurances. The Program Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the

Authority shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

19. Governing Law. The Program Participant hereby agrees to comply with all ordinances, rules, and regulations of Authority and the City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California.

20. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Program Participant and Authority.

21. Authority May Assign. Authority may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Program Participant.

22. Program Participant Assignment Prohibited. In no event shall Program Participant assign or transfer any portion of this Agreement without the prior express written consent of the Authority, which consent may be given or withheld in the Authority's sole discretion. No assumption of either or both of the loans made by Authority as evidenced by the Homebuyer Senior Note and the Junior Note shall be permitted at any time. This Section 22 shall not prohibit the Authority's right to assign all or any portion of its rights to the loan proceeds hereunder.

23. Relationship of Program Participant and Authority. The relationship of Program Participant and Authority pursuant to this Agreement is that of debtor and creditor and shall not be construed to be a joint venture, equity venture, partnership, or other relationship.

24. Monitoring. To the extent permitted by law, Authority and its designated employees and agents shall have the right to enter the Property at all reasonable times without a warrant for the purpose of monitoring Program Participant's compliance with this Agreement. Any such entry shall be made only after reasonable notice to Program Participant, which shall mean at least forty-eight (48) hours in all non-emergency situations. Upon receipt of such notice, Program Participant agrees to consent to entry by Authority and to cooperate in making the Property available for inspection by Authority. Program Participant acknowledges and agrees that if for any reason Program Participant fails to consent to such entry or inspection, Authority may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain access to and inspect the Property. Authority shall indemnify and hold harmless Program Participant from any costs, claims, damages or liabilities pertaining to any such entry.

25. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Program Participant: Vitaliy Babayan and Flora Babayan
1365 Crafton Avenue, Apt. 1078
Mentone, California 92359

To Authority: Loma Linda Housing Authority
25541 Barton Road
Loma Linda, California 92354
Attention: Executive Director

Either party may change its address for notice by giving written notice thereof to the other party. Following close of escrow, the address for notice for Program Participant shall be: 25478 Sonora Loop, Loma Linda, California 92354.

Notice to Seller shall be given as follows: Joshua Parck and Loren Reyes, 25478 Sonora Loop, Loma Linda, California 92354 (and, after close of escrow, Joshua Parck and Loren Reyes, [Seller post-closing address: to come]).

26. Joint and Several Liability. Each of Vitaliy Babayan and Flora Babayan shall be jointly and severally liable under this Agreement.

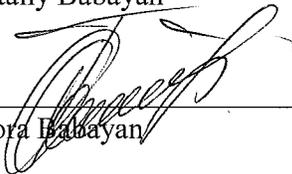
27. No Third Party Beneficiaries Except City. The City shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Exhibits hereto). Excepting for the City, there shall be no third party beneficiaries of this Agreement. Seller is not a third party beneficiary of this Agreement.

28. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Authority and the Program Participant concerning all or any part of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Agreement as set forth above.

“PROGRAM PARTICIPANT”

By: Babu -
Vitaliy Babayan

By: 
Flora Babayan

“AUTHORITY”

LOMA LINDA HOUSING AUTHORITY, a public body corporate and politic

By: _____
T. Jarb Thaipejr
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 42 of Tract No. 15917, in the City of Loma Linda, County of San Bernardino, State of California, as per map recorded in Book 275, Page(s) 31 to 37 inclusive of Maps, in the office of the County Recorder of said County.

APN: 0283-271-13-0-000

CITY OF LOMA LINDA

CITY COUNCIL AS SUCCESSOR AGENCY
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF NOVEMBER 8, 2016

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, November 8, 2016 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 DECEMBER 13, 2016 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, NOVEMBER 28, 2016.

- 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 Items**
- G.** **Consent Calendar**
 - 1. Demands Register
 - 2. Minutes of October 11, 2016
- 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: November 8, 2016

TO: City Council

SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council, as the Successor Agency to the Redevelopment Agency, approve the attached list of demands for payment.

Voucher List
CITY OF LOMA LINDA
10/25/2016 SUCCESSOR AGENCY

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1224	10/25/2016	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	32059		LEGAL SERVICES	41.56
Total :						41.56
1 Vouchers for bank code : bofasa						Bank total : 41.56
1 Vouchers in this report						Total vouchers : 41.56

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1224 for a total
disbursement of \$ 41.56, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10/25/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
11/03/2016 11:31:41AM

Voucher List
CITY OF LOMA LINDA
11/08/2016 SUCCESSOR AGENCY

Page: 1

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1225	11/8/2016	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	52676SA	P-0000013749	AUDIT SERVICES	1,295.00

Total : 1,295.00

1 Vouchers for bank code : bofasa

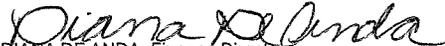
Bank total : 1,295.00

1 Vouchers in this report

Total vouchers : 1,295.00

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1225 for a total
disbursement of \$ 1,295.00, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
11/08/2016 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

Page: 1



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: November 8, 2016
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Pamela Byrnes-O'Camb, City Clerk
SUBJECT: Minutes of October 11, 2016

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council as the Successor Agency to the Redevelopment Agency approve the Minutes of October 11, 2016.

City of Loma Linda

City Council as Successor Agency
To the Loma Linda Redevelopment Agency

Minutes

Regular Meeting of October 11, 2016

A regular meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 7:07 p.m., Tuesday, October 13, 2016, 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 Chair; and no conflicts of interest were noted.

SA-2016-18 – Scheduled Items – Council Bill #R-2016-41 – Approving a form of Preliminary Official Statement and Disclosure Certificate relating to the 2016 Tax Allocation Bonds

Special Counsel Huebsch of Stradling Yocca Carlson & Rauth presented the item, stating that the subject item was a companion to action taken by the Successor Agency on August 9 and by the Oversight Board on August 10 in that there was approval and authorization to go forward with refunding Tax Allocation Bonds.

The action requested this evening is authorization to publish the Preliminary Official Statement. He also noted that the State Department of Finance has approved issuance of the refunding bonds, with Successor Agency staff having received notice of such approval earlier today. Discussions took place with Standard & Poor's and significant work was accomplished by the underwriter and bond insurers so that the rating was expected to be released soon with one or more offers to purchase being made which will make the issuance more efficient. He indicated that in order to proceed with the issuance, it is required that there be debt service savings; he indicated that Alan Miller, Financial Consultant to the City and Successor Agency, was present and was probably the best person to address questions regarding market conditions and debt service savings.

Alan Miller, Financial Consultant also addressed the Board and responded to questions, noting that the rates were market driven and the bonds would be refunded on a taxable basis. He indicated that it was anticipated that there would be significant debt service savings achieved with the issuance of the 2016 Tax Allocation Bonds.

Motion by Dupper, seconded by Lenart and unanimously carried to adopt Council Bill #R-2016-41.

Resolution No. 2913

A Resolution of the Successor Agency to the Loma Linda Redevelopment Agency (i) approving the form of the Preliminary Official Statement for the 2016 bonds to deem it final under Rule 15c2-12, (ii) approving a Continuing Disclosure Agreement relating to the 2016 bonds, and (iii) authorizing certain related actions

SA-2016-19 - Consent Calendar

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

The Demands Register dated September 27, 2016 with commercial demands totaling \$382.06.

The Demands Register dated October 11, 2016 with commercial demands totaling \$1,196.25.

The Minutes of September 13, 2016 as presented.

The meeting adjourned at 7:24 p.m.

Approved at the meeting of _____.

City Clerk