

CITY OF LOMA LINDA  
CITY COUNCIL AGENDA  
REGULAR MEETING OF MARCH 10, 2020

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, March 10, 2020 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](http://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](http://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 April 14, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, March 31, 2020.**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session**

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

**E. Items To Be Added Or Deleted**

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

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

**H.** **Scheduled and Related Items**

1. **Public Hearing - Council Bill #R-2020-04** – Confirming Annexation 76 into Landscape Maintenance District No. 1 and ordering the levy and collection of assessments for fiscal year 2020-2021 (Tract 18990 – Citrus Trails, Lennar Homes) [**Public Works**]
2. **Public Hearing – Council Bill #R-2020-03 (Continued from February 11, 2020)** – Determine the cost related to the Fall 2019 Weed Abatement Program [**Fire Department**]

**I.** **Consent Calendar**

3. Demands Registers
4. Minutes of February 11 and 25, 2020
5. February 2020 Fire Department Report
6. Award of contract for Sidewalk and Retaining Wall Improvement on Anderson Street CIP 18-186 [**Public Works**]
7. Accept as complete and authorize recordation of Notice of Completion for Construction of Waterline and Pavement Rehabilitation Improvements, Richardson Street, Acacia Street, Hillcrest Street, Crestview Drive, Richmond Road and Poplar Street (CIP 19-188) [**Public Works**]
8. Accept Offsite Improvements for Tract 18963 (Sea Country – southeast corner of California Street and Citrus Avenue) [**Public Works**]
9. Council Bill #R-2020-05 – Approving Summary Vacation of Excess Property – South Side of Barton Road, West of Campus Street [**Public Works**]
10. Council Bill #R-2020-06 – Approving the 2020-2021 budget to incorporate a list of projects funded by SB 1: the Road Repair and Accountability Act [**Public Works**]
11. Award of contract to replace two Civic Center air conditioners [**Public Works**]
12. Authorize purchase of one (1) Ford F150 Vehicle [**Public Works**]
13. Renewal of the Contract with the San Bernardino County Sheriff for implementation and operation of Identification Systems (CAL-ID) and authorize the City Manager to sign [**City Manager**]
14. Agreement between the City and Lilburn Corporation for contract planning services to process the new Courtyard Marriot Hotel [**Community Development**]
15. Agreement with Lennar Homes of California (Tract 18990) regarding Park Fee Credit for the development of the park in the Citrus Trails portion of The Groves Master Citrus Trails with Planned Community [**Community Development**]
16. Declare as surplus and authorize disposal of 1996 Central States Attack Water Tender [**Fire Department**]

**J.**      **Old Business**

**K.**      **New Business**

17.      Discontinuation of residential water service for nonpayment pursuant to SB 998 [**City Attorney/City Manager**]
  - a.      Council Bill #O-2020-02 (Introduce on First Reading and set Public Hearing and second reading for April 14, 2020) – Amending Title 13, Chapter 13.04 and 13.06 of the Loma Linda Municipal Code concerning Discontinuation of Residential Water Service for Nonpayment
  - b.      Council Bill #R-2020-07 – Adopting a policy for Discontinuation of Residential Water Service for Nonpayment

**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**

*Next regular meeting scheduled for April 14, 2020*



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: T. Jarb Thaipejr, City Manager *TJC*  
SUBJECT: Council Bill #R-2020-04 - Ordering Annexation 76 into Landscape Maintenance District No. 1 (Tract 18990 – Citrus Trails, Lennar Homes)

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that City Council adopt Council Bill No. R-2020-04 ordering Annexation 76 into the Landscape Maintenance, approve the assessments for Fiscal Year 2020-21 and order the assessments and collection of assessments for Fiscal year 2020-21.

## BACKGROUND

The City Council approved Tract 18990 – Citrus Trails, Lennar Homes, subject to Conditions of Approval. Annexation into the Landscape Maintenance District is one of those Conditions. The City has received a petition from the property owner to annex into the Landscape Maintenance District.

## ANALYSIS

The property owner has submitted a petition requesting a waiver of the forty-five day notice period along with the Assessment Ballot, which includes the annual assessment and a cost of living adjustment.

## FINANCIAL IMPACT

Cost associated with this annexation will be covered by the assessment.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA CONFIRMING THE ANNEXATION OF CITRUS TRAILS-TRACT 18990 (ANNEXATION TERRITORY) INTO LOMA LINDA LANDSCAPE MAINTENANCE DISTRICT NO. 1, THE DIAGRAM AND ASSESSMENTS RELATED THERETO, OVERRULING ALL PROTESTS CONCERNING THE ASSESSMENTS, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2020/2021

WHEREAS, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"), the City Council by previous resolution, initiated proceedings and ordered the preparation of an Engineer's Report in connection with the annexation of the Citrus Trails-Tract 18990 ("Annexation Territory") which comprises of the 224 single-family residential parcels and is located on the east and west sides of New Jersey Street, between Orange Avenue and Citrus Avenue, and will be annexed into the Landscape Maintenance District No. 1 (the "District") as Annexation 76 to fund the special benefit costs and expenses for the ongoing maintenance, operation and servicing of the landscaping improvements and appurtenant facilities related thereto ; and,

WHEREAS, after fully considering the Engineer's Report presented, the City Council by resolution approved and filed said Engineer's Report, declared its intention to annex the Annexation Territory into the District, to conduct a property owner protest ballot proceeding for the proposed new assessments related thereto in accordance with the provisions of Article XIID of the California Constitution (the "Constitution") and Government Code §§ 53750 et seq., and set the Public Hearing to be noticed pursuant to applicable law for March 10, 2020 at 7:00 p.m.; and,

WHEREAS, notices and ballots were mailed to the property owners of record regarding the annexation of the Annexation Territory into the District and the new assessments as described in the Engineer's Report, pursuant to the applicable laws and regulations governing majority protest proceedings for return receipt prior to the close of the public hearing on March 10, 2020; and

WHEREAS, on March 10, 2020, the City Council held the duly noticed Public Hearing, to consider all oral statements and written protests, objections, and communication made or filed by any interested person regarding the annexation of the Annexation Territory into the District and the proposed new assessments; and to receive and accept all protest ballots from the property owners of record within the proposed Annexation Territory; and,

WHEREAS, at the conclusion of the Public Hearing, a tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted; and,

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

7. Pursuant to applicable law, City staff or their designee is hereby authorized and directed to file the levy of assessments for fiscal year 2020/2021 as approved herein with the San Bernardino County Auditor/Controller along with a certified copy of this Resolution; and/or as may be required by the County Auditor/Controller or County Assessor, copies of the Engineer's Report or Assessment Diagram confirmed by this Resolution.

8. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the annexation of the Annexation Territory into the District; the confirmation of the Assessment Diagram; and the establishment of the maximum assessment rates, assessment range formula, and the assessments for Fiscal Year 2020/2021 as outlined in the Engineer's Report and approved in these proceedings.

PASSED, APPROVED AND ADOPTED this 10<sup>th</sup> day of March 2020 by the following vote:

Ayes:	
Noes:	None
Abstain:	None
Absent:	None

\_\_\_\_\_  
Rhodes Rigsby, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Nicholson, City Clerk



# City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: Dan Harker, Fire Chief *DH*  
VIA: T. Jarb Thaipejr, City Manager  
SUBJECT: Fall 2019 Weed Abatement Program

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that the City Council: Receive the report of the **Fall 2019 Weed Abatement Program**, approve the report and accounting of costs, and adopt the accompanying Resolution establishing liens and assessments on the properties.

## BACKGROUND

The International Fire Code, 2015 edition, Section 304 adopted and amended by Loma Linda Municipal Code Chapter 15.28, establishes the authority for removing combustible vegetation when it is determined to be a fire hazard. Section 304.1.2 states "Weeds, litter, flammable waste, grass or other vegetation 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 the wildland-urban interface areas shall be in accordance with Chapter 49.

## ANALYSIS

The Fall 2019 Weed Abatement program began on **September 30, 2019** with an initial inspection of approximately 435 parcels. Pursuant to Sections 104.5 of the International Fire Code, 194 Notices to Clean Property, Exhibit "A", were sent by regular mail on **October 7, 2019** to the **OWNER OF RECORD** as provided by the County Assessor's office. **11 letters returned to sender.** Follow-up inspections began on **October 28, 2019**. If abatement had not been accomplished, or if arrangements for a time extension had not been made with this office, the parcel was placed on an abatement list which was given to a City contractor for initiation of the abatement work. Combustible vegetation/fire hazards were abated by the City contractor on **19 parcels.**

On **January 6, 2020** invoices (See Exhibit "B") specifying the cost of the work performed by the contractor, plus the City's administrative fee, were mailed to the **OWNER OF RECORD** for each parcel giving them the opportunity to make payment of the bill by **March 10, 2020**. Parcels abated by the City contractor and which **remain un-paid** are listed on Exhibit "C". Upon completion and documentation of the abatement work payment was made to the contractor by the City.

# EXHIBIT A



## Loma Linda Fire Department

### FIRE PREVENTION BUREAU

25541 Barton Rd, Loma Linda, California 92354 • (909) 799-2859 • Fax: (909) 799-2891

## NOTICE TO CLEAN PROPERTY

10/7/2019

**Parcel Number:**

**Location:**

Under the provisions of the California Fire Code, 2016 edition, Section 304.1.2 adopted and amended by Loma Linda Municipal Code Chapter 15.28, an inspection of the property listed above has been performed by this Department. Based upon the inspection, a fire hazard, or potential fire hazard has been determined to exist on this property. Notice is hereby given that **any weeds, tumbleweeds, dead grasses, vines, dead shrubs, dead trees, trimmings, or other combustible materials or debris present on your lot, field or parcel of land** are a fire hazard or in all probability will become a fire hazard, and as such must be removed or abated. In addition, any weeds or combustible materials must be **cleared away from any road or street for a distance of 10 ft.** See **NOTES** for special remarks concerning this parcel.

**NOTES:** Clear weeds and trim trees up to 10 feet

Any weeds or other fire hazards as listed above on this property must be removed or abated in an acceptable manner by **October 28, 2019**. Failure to remove or abate by this date will be cause for the City of Loma Linda or it's designated contractor to enter onto the property to accomplish the abatement. In addition to the costs for cleaning, you will also be assessed an administrative fee of 70% of the cost of the work or \$100, whichever is greater. Failure to pay all charges will cause a tax assessment and lien to be placed against the property.

Due to uncontrolled regrowth, a second or third clean up of the property may be necessary during the year. Property owners are advised that it is their responsibility to maintain their property in good condition and that any re-growth during the year may be subject to removal without further notice if determined to be a fire hazard.

This Notice is given pursuant to the provision of the California Fire Code Section 109.2 authorizing action to remove any hazard deemed unsafe. The Fire Department maintains a consistent and impartial position in the application and enforcement of the California Fire Code. For further information, please call (909) 799-2859.

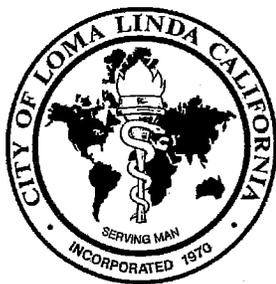
You as owner, occupant or person otherwise in charge of the property may appeal to the Fire Marshal of the City of Loma Linda any of the requirements of this Notice pursuant to Loma Linda Municipal Code Section 2.08.030. Such an appeal shall be in writing and shall be submitted only after all reasonable efforts to resolve the matter have been exhausted with the staff of this Department. Said appeal may include any arguments why the property should not be declared a fire hazard and abated by the City. Any appeal shall be submitted to this Department within ten (10) calendar days from the date of this Notice.

If you are no longer the owner of this property or are in the process of selling it, please inform the new owner of this Notice, and advise this Department in writing of the date the title change occurred. All address information used to mail Notices has been provided by the San Bernardino County Assessor's Office.

James Gray  
Fire Marshal

By: *Tom Ingalls*  
Tom Ingalls  
Fire Prevention Inspector

## EXHIBIT B



# City of Loma Linda

25541 Barton Road, Loma Linda, California 92354-3160 • (909)799-2859 • fax (909) 799-2891

Sister City – Manipal, Karnataka, India

## INVOICE

February 13 2020

Parcel Number:

Location:

Under the provisions of the International Fire Code, 2015 edition, adopted and amended by the State of California as the 2016 California Fire Code, and the Loma Linda Municipal Code Chapter 15.28, a fire hazard that existed on the above real property was abated by a City contractor. Increase in administrative fees were approved by the Loma Linda City Council and became effective January 23, 2016.

The following amount is now due for Fall 2019 weed abatement:

Abatement Cost:	\$350.00
Administrative Charges:	\$245.00
<b>Total Due:</b>	<b>\$595.00</b>

Make checks payable to: City of Loma Linda - Weeds  
25541 Barton Road  
Loma Linda, CA 92354-3160

Payment must be received by **March 10, 2020 at 5:00 p.m.** after which time a Public Hearing will be conducted to hear a Report of Cost. The Public Hearing is scheduled for **March 10, 2020 at 7:00 p.m.** at the City of Loma Linda Council Chambers, 25541 Barton Road, at which time Total Charges will be placed as assessments and or liens against the above real property.

Any appeals for the abatement work performed or the amount billed above should be addressed to the City Council at the time of the Public Hearing.

James Gray  
Fire Marshal

By:

*Tom Ingalls*

Tom Ingalls  
Fire Prevention Inspector

# EXHIBIT C

Fall 2019  
OUTSTANDING WEED INVOICES

INV #	ABN	OWNER	Address of Record	Contractor Cost	Admin Fees	TOTAL	Date Ordered	Date Abated	PAID	NOTES
19069	0284071050000	Salcedo Concepcion Trust	325 Sharon Park Drive Suite 110, Loma Linda, Ca	280.00	196.00	476.00	November 4, 2019	20-Nov-19		
19068	028403220-21	Marco Poni	Calle Guanare No. 126-15-27 VRB. CO Cagua Aragua 2201	140.00	100.00	240.00	November 4, 2019	21-Nov-19		
19061	0281242310000	MV Investors I LLC	4221 Wilshire Blvd Suite 380, Loma Linda, Ca	1,115.00	780.50	1,895.50	November 4, 2019	22-Nov-19		
19060	028311456000	USPAR Enterprises INC	Po Box 775, San Clemente Ca	415.00	290.50	705.50	November 4, 2019	23-Nov-19		
19073	029301112000	Gun Eung Kim	11756 Welebir St, Loma Linda Ca 92354	700.00	490.00	1,190.00	November 4, 2019	25-Nov-19		
19074	029302120-21	Imad K Thomas	466 Green Orchard Place, Riverside Ca 92506	210.00	147.00	357.00	November 4, 2019	26-Nov-19		
19078	0293031110000	Abigal and Pauline Quinterharo	1500 Lassen St, Redlands Ca, 92374	425.00	297.50	722.50	November 4, 2019	27-Nov-19		
19083	0284351740000	Jose G Gonzalez	3057 Portola St, Loma Linda, Ca	310.00	217.00	527.00	November 4, 2019	28-Nov-19		
19084	028495100000	Salim Fawaz Saleem	24530 University Ave	490.00	343.00	833.00	November 4, 2019	30-Nov-19		
19080	029303230000	Diana J Walayat	24550 Lawton Ave , Loma Linda Ca, 92354	1,560.00	1,092.00	2,652.00	November 4, 2019	02-Dec-19		
19072	028-124-108,104,109	Loma Linda Gateway LLC	PO Box 847 Carlsbad CA 92018	4,800	3,360.00	8,160.00	November 4, 2019	03-Dec-19		
19071	0283151270000	Cacal, Roque & Rose Family TR 03/1	1237 N Alexandria Ave, Los Angeles Ca 90029	940.00	658.00	1,598.00	November 4, 2019	04-Dec-19		

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA  
ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE FALL  
2019 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN UPON  
PROPERTY FOR PAYMENT THEREFOR

WHEREAS, the Weed Abatement Program of the City of Loma Linda has been carried out in accordance with Municipal Code requirements; and

WHEREAS, the City Council has held a hearing on the statement of expenses for abatement of the nuisances and has heard and considered the staff report and all objections or protests;

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

That the statement of expenses attached hereto as Exhibit "A" and incorporated herein by reference, is hereby confirmed and adopted as amended; and

That the statement of expenses (Exhibit "A") is fair, reasonable, and appropriate;

That the cost of the abatement work done or caused to be done by the City as shown on the statement of expenses is hereby ordered to be paid by February 11, 2020; and

That if said costs have not been paid by February 11, 2020, they shall constitute a lien upon the real property against which the nuisance was abated and shall be collected either by a personal civil suit against the person creating, causing or permitting the nuisance, or by a special assessment against the real property; and

That the City Clerk shall file a certified copy of this Resolution and report and statement of expenses as amended with the San Bernardino County Auditor, Assessor and Tax Collector, and shall direct the Auditor to enter the amounts of the charges contained in the report and statement of expenses against the real property described in the report and statement of expense; and

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

That the Tax Collector shall include the amount of the charges on the bills for taxes levied against said real property and the same shall be collected in the same manner together with the general taxes for the City of Loma Linda, and shall be subject to the same penalties and interest.

PASSED, APPROVED AND ADOPTED this 10<sup>th</sup> day of March 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Rhodes Rigsby, Mayor

ATTEST:

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Barbara Nicholson, City Clerk



# City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: March 10, 2020  
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.

vchlist  
03/02/2020 5:51:48PM

Voucher List  
CITY OF LOMA LINDA  
02-29-2020 Month-end

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630693	2/20/2020	005917 JOSE E. MINCHEZ	REQUEST		2020 DEPENDANT CARE REIMBURSEM	440.00
					Total :	440.00
630694	2/20/2020	001261 THE GAS COMPANY	19406867366		GAS SERVICE	80.54
					Total :	80.54
630695	2/20/2020	001245 SO CALIF EDISON	4 STMTS		ELECTRIC SERVICE	19,541.05
					Total :	19,541.05
630696	2/20/2020	001245 SO CALIF EDISON	3 STMTS		ELECTRIC SERVICE	2,050.18
					Total :	2,050.18
630697	2/20/2020	001851 UNUM INSURANCE	0091889-001 4		MARCH 2020 PREMIUMS	4,975.17
					Total :	4,975.17
630698	2/20/2020	001730 AFLAC	486524		FEB 2020 AFLAC INS PREMIUM	2,011.42
					Total :	2,011.42
630699	2/20/2020	005434 URBAN FUTURES INC	0120-004	P-0000016185	PROPERTY MANAGEMENT PLAN IMPLI	6,352.50
					Total :	6,352.50
630700	2/20/2020	005502 FRONTIER COMMUNICATIONS	909-799-8064-0201035		PHONE SERVICE	42.38
					Total :	42.38
630701	2/20/2020	001851 UNUM INSURANCE	0091890-0001 0		MARCH 2020 LIFE INS PREMIUMS	918.70
					Total :	918.70
630702	2/20/2020	000857 S.B. CO OFC AUDITOR/CONTR	JAN 2020		JAN 2020 PARKING CITATIONS	1,237.50
					Total :	1,237.50
630703	2/20/2020	000876 SAN BERNARDINO MUNICIPAL WATER	JAN 2020		JAN 2020 SEWER SVC COLLECTIONS	256,954.03
					Total :	256,954.03
630704	2/20/2020	005673 CR&R	JAN 2020		JAN 2020 REFUSE PYMTS COLLECTEL	75,383.84
					Total :	75,383.84
630705	2/20/2020	005774 LORENA MATARRITA	REQUEST		REIMBURSEMENT CEQA FILLING FEE	55.50

Page: 1

Voucher List  
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630705	2/20/2020	005774 005774 LORENA MATARRITA	(Continued)			Total : 55.50
630706	2/25/2020	005391 SBSB-CENTRAL EXPLORERS POST508	LVMPD2020	P-0000016396	LVMPD EXPLORER COMPETITION	1,000.00
						Total : 1,000.00
630707	2/25/2020	001280 CARRY HOWARD	REQUEST		2020 FLEX MEDICAL REIMBURSEMENT	28.48
						Total : 28.48
630708	2/25/2020	000110 BURTRONICS BUSINESS SYSTEM	AR67406	P-0000015787	PRINTING SERVICES AND SUPPLIES	1,062.59
						Total : 1,062.59
630709	2/25/2020	004707 LEAGUE OF CA CITIES INLAND EMP	REQUEST		02/26/2020 LEAGUE OF CA CITIES DINN	40.00
						Total : 40.00
630710	2/25/2020	003921 GREGORY RAMIREZ	REQUEST		GRADE T2 WATER TREATMENT OPERA/	120.00
						Total : 120.00
630711	2/25/2020	003833 ATKINSON, ANDESLOM, LOYA, RUUD, & ROMO	587244	P-0000016105	HR LEGAL SERVICES	1,417.50
						Total : 1,417.50
630712	2/25/2020	001765 DLT SOLUTIONS, LLC	SI452769	P-0000016169	AUTOCAD RENEWAL 19-20	1,607.28
						Total : 1,607.28
630713	2/25/2020	005473 WESTERN MUNICIPAL WATER DIST	REQUEST		ANNUAL GROUNDWATER EXTRAXCTIC	350.00
						Total : 350.00
630714	2/27/2020	004579 LCA BANK CORPORATION	4375833	P-0000015985	PW ENG PRINTER - LANIER LW426 ANI	617.41
						Total : 617.41
630715	2/27/2020	004397 CHEMPAK	110877	P-0000015789	JANITORIAL SUPPLIES	1,376.47
						Total : 1,376.47
630716	2/27/2020	000213 TIME WARNER	0020150021820	P-0000015982	CABLE SERVICE VARIOUS LOCATIONS	88.37
						Total : 88.37
630717	2/27/2020	000213 TIME WARNER	0212906021420	P-0000015982	CABLE SERVICE VARIOUS LOCATIONS	67.28
						Total : 67.28

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
630718	2/27/2020	000213 TIME WARNER	0030597021020	P-0000015982	CABLE SERVICE VARIOUS LOCATIONS	40.50	
					Total :	40.50	
646877	2/26/2020	000454 ICMA RETIREMENT CORP	2020022600646877		ICMA CONTRIBUTION-02-02-02/15/2020	21,037.06	
					Total :	21,037.06	
1001495862	2/10/2020	000773 P.E.R.S.	1001495862		HEALTH INSURANCE PREMIUM-FEB 20	64,568.07	
					Total :	64,568.07	
1001495863	2/10/2020	000773 P.E.R.S.	1001495863		HEALTH INSURANCE PREMIUM-FEB 20	1,332.37	
					Total :	1,332.37	
1001499056	2/7/2020	000771 P.E.R.S.	1001499056		PERS CONTRIBUTION-JANUARY 2020	918.50	
					Total :	918.50	
1001502086	2/12/2020	000771 P.E.R.S.	1001502086/87/88/89		RETIREMENT CONTRIBUTION-01/05-01	57,883.19	
					Total :	57,883.19	
1001506730	2/21/2020	000771 P.E.R.S.	1001506730/31/32/33		RETIREMENT CONTRIBUTION-01/19-02	58,498.93	
					Total :	58,498.93	
32 Vouchers for bank code : bofa						Bank total :	582,096.81
32 Vouchers in this report						Total vouchers :	582,096.81

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Voucher List  
CITY OF LOMA LINDA

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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.

630693 through 630718; 646877, 1001495862, 1001495863, 1001499056, 1001502086 & 1001506730 for a total disbursement of \$ 582,096.81, 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 03-10-2020 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630719	3/3/2020	006074 NULINE TECHNOLOGY LLC	I2019-124-RETENTION		SEWER IMP AT JANZEN MH PK CIP 19-	1,310.57
					Total :	1,310.57
630720	3/3/2020	002045 LOMA LINDA HEATING & AIR, CONDITIONING, 22363		P-0000016409	MISC REPAIRS	3,490.16
					Total :	3,490.16
630721	3/3/2020	000840 CITY OF SAN BERNARDINO	92661-76164	P-0000015791	WATER PURCHASES	827.90
					Total :	827.90
630722	3/3/2020	005954 NEOFUNDS	7900 0444 7718 5627		POSTAGE	1,000.00
					Total :	1,000.00
630723	3/3/2020	006142 ELIZABETH MONTES	TRAVEL REIMBURSEMENT		MILEAGE & MEAL TRAVEL REIMBURSE	71.48
					Total :	71.48
630724	3/4/2020	005309 DIRECTV	37207220815	P-0000015903	CABLE SERVICES FOR EOC	39.54
					Total :	39.54
630725	3/4/2020	005758 ALETHEA INC	LL02220202	P-0000015893	FULLTIME ONSITE NETWORK SUPPOR	812.50
					Total :	812.50
630726	3/4/2020	005758 ALETHEA INC	LL022020	P-0000015893	FULLTIME ONSITE NETWORK SUPPOR	13,300.00
					Total :	13,300.00
630727	3/4/2020	005395 USBANK EQUIPMENT FINANCE	408335545	P-0000015920 P-0000015920	PRINTER LEASE AGREEMENT	2,912.40
					Total :	2,912.40
630728	3/10/2020	004229 A & I REPROGRAPHICS	CN00034581	P-0000015777	PLANS AND SPECS FOR PAVE REHAB	149.93
					Total :	149.93
630729	3/10/2020	005827 ADAM HALL'S PLANT NURSERY	08685 08693	P-0000016411 P-0000015778	PLANTS FOR HERITAGE PARK LANDSCAPE MATERIALS & SUPPLIES	1,236.43 767.72
					Total :	2,004.15
630730	3/10/2020	003147 AGA	ID 70094		INLAND EMPIRE CHAPTER & MEMBER	110.00

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Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630730	3/10/2020	003147 003147 AGA	(Continued)		Total :	110.00
630731	3/10/2020	000080 BEAR VALLEY MUTUAL WATER CO	4989	P-0000016403	ASSESSMENT FEES FOR 1,020 SHARE	4,845.00
					Total :	4,845.00
630732	3/10/2020	001400 BOOT BARN 4 SAN BERNARDINO	INV00036271	P-0000015785	WORK PANTS FOR ED AGUILAR	80.12
					Total :	80.12
630733	3/10/2020	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF 819		P-0000015786	CALCIUM TABLETS FOR WELLS	3,425.74
					Total :	3,425.74
630734	3/10/2020	000161 CA TOOL & WELDING SUPPLY	486208	P-0000015788	WELDING SUPPLIES & MEDICAL OXYG	249.82
					Total :	249.82
630735	3/10/2020	005791 CENTURYLINK	89493937	P-0000015960	INTERNET SERVICES AND VOIP	4,828.99
					Total :	4,828.99
630736	3/10/2020	000201 CLA-VAL CO., GRISWOLD INDUSTRIES	789860	P-0000016412	HURON PRV SERVICED	1,495.96
					Total :	1,495.96
630737	3/10/2020	004060 CLEAN SPORT	47748	P-0000015793	FOAM SOAP	180.85
					Total :	180.85
630738	3/10/2020	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-432188	P-0000016391	LAMPS AND BALLAST FOR CIVIC CTR./	2,196.71
			6903-432339	P-0000016392	PHOTO CELLS FOR STREET LIGHTS	1,674.00
			6903-433839	P-0000015796	CONCRETE BOXES FOR LOT LIGHTS	540.00
			6903-434070	P-0000015796	WIRE BLACK WHITE GREEN FOR PAR	435.78
			6903-434168	P-0000015796	WIRE AND PISTONS	321.43
					Total :	5,167.92
630739	3/10/2020	005762 CORE & MAIN	L875531	P-0000016413	REPAIR ANDERSON/REDLANDS LEAK	546.41
			L898564	P-0000016168	METER COVERS, BOXES & LIDS	5,113.60
			L912674	P-0000016404	6 x 12 20GA GALV TOP SECTION WITH	845.95
					Total :	6,505.96
630740	3/10/2020	002083 CORONA CLAY COMPANY,INC.	11734	P-0000016380	QUOTE #9485- ANGEL MIX FOB FOR B/	2,705.00
					Total :	2,705.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630741	3/10/2020	000236 COSTCO WHOLESALE	47882710	P-0000015797	WAREHOUSE GROCERIES	407.53
					Total :	407.53
630742	3/10/2020	001452 COUNTY OF SAN BERNARDINO, SOLID WAST JAN 2020		P-0000016405	LANDFILL FEES	1,395.35
					Total :	1,395.35
630743	3/10/2020	001279 DAILY JOURNAL CORPORATION	B3347608	P-0000015799	LEGAL ADVERTISING: NOTICE INVITIN	99.00
					Total :	99.00
630744	3/10/2020	002238 DAVID CARTER, DIB'S SAFE & LOCK SERVICE	0000236894	P-0000016398	REPLACE TWO PUSH BUTTON LOCKS	1,212.48
					Total :	1,212.48
630745	3/10/2020	005088 DENNIS GRUBB & ASSOCIATES, LLC	2174	P-0000015913	FIRE PLAN CHECK SERVICES FOR FY	2,650.00
					Total :	2,650.00
630746	3/10/2020	000150 DEPT FORESTRY & FIRE PROTECTIO	0000001267390	P-0000016399	CREW FOR CLEANING UP EDISON EA	898.32
					Total :	898.32
630747	3/10/2020	005593 DINOSAUR TIRE & ROAD SRVS INC	74830	P-0000016414	BACKHOE TIRE REPAIR	1,069.62
			74831	P-0000016414		
				P-0000015801	PARTS	236.29
					Total :	1,305.91
630748	3/10/2020	000297 DUKE'S SEWER ROOT CONTROL, INC	16850	P-0000016393	MANHOLE ROOT CONTROL	6,216.69
					Total :	6,216.69
630749	3/10/2020	005964 EMBROIDERY 4 U	2020-108		NAME EMBROIDERED ON SHIRT LOMA	24.00
					Total :	24.00
630750	3/10/2020	000325 EWING IRRIGATION PRODUCTS	9139153	P-0000015804	DRAIN LINE FOR HERITAGE PARK	84.40
			9154055	P-0000015804	LANDSCAPE SUPPLIES FOR HERITAGI	783.07
					Total :	867.47
630751	3/10/2020	000331 FAIRVIEW FORD SALES, INC	675479	P-0000015805	TANK	102.06
			678839	P-0000015805	CREDIT FOR COOLANT RESERVOIR	-102.06
			C70182	P-0000015805	PARTS TEMP BLENDAR MOTOR	457.33
					Total :	457.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630752	3/10/2020	005162 FILARSKY & WATT LLP	FEB 2020	P-0000016072	HR LEGAL SERVICES	1,827.00
					Total :	1,827.00
630753	3/10/2020	003197 FIRE APPARATUS SOLUTIONS	16346	P-0000015807	LADDER TESTING AND APPARATUS SE	3,394.87
			16347	P-0000015807		
				P-0000016406	REPAIRS TO BE-251	6,868.90
					Total :	10,263.77
630754	3/10/2020	005256 FLYERS ENERGY, LLC	20-069357	P-0000015808	FUEL	46.76
			20-071836	P-0000015808	FUEL	3,880.70
			20-077673	P-0000015808	FUEL	1,069.61
					Total :	4,997.07
630755	3/10/2020	004198 FOREMOST PROMOTIONS	502533	P-0000016389	JUNIOR FIRE HELMETS	1,435.21
					Total :	1,435.21
630756	3/10/2020	005502 FRONTIER COMMUNICATIONS	909-799-7257-0624145		PHONE SERVICE	51.41
			STMTS-3		PHONE SERVICE	399.53
					Total :	450.94
630757	3/10/2020	005255 GOPHER PATROL	393180	P-0000015962	GOPHER PATROL AT CITY PARKS & CI	290.00
			393265	P-0000015962	GOPHER PATROL AT CITY PARKS & CI	140.50
			393353	P-0000015962	GOPHER PATROL AT CITY PARKS & CI	120.00
					Total :	550.50
630758	3/10/2020	000402 HACH COMPANY	11825447	P-0000015812	REGENT SET CHLORINE FREE	903.41
			11825721	P-0000015812	POCKET PRO PH TESTER	117.08
			11848443	P-0000015948	SEWER FLOW METER MONITORING SI	1,000.00
					Total :	2,020.49
630759	3/10/2020	005244 HHS CONSTRUCTION, INC.	66419	P-0000016400	EMERGENCY REPAIR FOR FIBER DAM	3,325.00
					Total :	3,325.00
630760	3/10/2020	002117 HILLTOP GEOTECHNICAL INC	17191	P-0000016347	COMPACTION TESTING-PRKING LOT II	1,601.25
					Total :	1,601.25
630761	3/10/2020	000440 HOSPITALITY CAR WASH	1002	P-0000015817	CAR WASH	88.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630761	3/10/2020	000440	000440 HOSPITALITY CAR WASH		(Continued)	Total : 88.96
630762	3/10/2020	003400	INFOSEND, INC	166719	P-0000016074	FY 19-20 Printing & mailing utility Total : 1,614.64
630763	3/10/2020	000480	INLAND WATER WORKS SUPPLY	S1031169.001 S1032744.001	P-0000015821 P-0000015821	WATER PARTS AND MATERIALS FOR R 358.16 WATER PARTS AND MATERIALS FOR R 147.43 Total : 505.59
630764	3/10/2020	004896	INTERFACE SECURITY SYSTEMS LLC, (FORM 19644813		P-0000015822	PROVIDING SECURITY MONITORING S 361.98 Total : 361.98
630765	3/10/2020	005917	JOSE E. MINCHEZ			TUITION REIMBURSEMEN 2020 TUITION REIMBURSEMENT- PAYR 1,900.88 Total : 1,900.88
630766	3/10/2020	006141	LENNAR HOMES	993765525 993765526 993765527 993765530 993765532 993765536		ACCOUNT CLOSED REFUND OVERPAY 58.99 ACCOUNT CLOSED REFUND OVERPAY 52.29 ACCOUNT CLOSED, REFUND OVERPA 62.76 ACCOUNT CLOSED REFUND OVERPAY 46.43 ACCOUNT CLOSED REFUND OVERPAY 44.34 ACCOUNT CLOSED REFUND OVERPAY 42.67 Total : 307.48
630767	3/10/2020	000557	LIFE ASSIST, INC.	974379 974585 976053 976419	P-0000015832 P-0000015832 P-0000015832 P-0000015832	EMERGENCY MEDICAL SUPPLIES AND 16.37 EMERGENCY MEDICAL SUPPLIES AND 457.94 EMERGENCY MEDICAL SUPPLIES AND 154.43 EMERGENCY MEDICAL SUPPLIES AND 174.18 Total : 802.92
630768	3/10/2020	000566	LOMA LINDA ANIMAL HOSPITAL INC	01292020	P-0000015833	ANIMAL EMERGENCY SERVICES 320.00 Total : 320.00
630769	3/10/2020	002045	LOMA LINDA HEATING & AIR, CONDITIONING, 23861 23930		P-0000015834 P-0000016408	HVAC SERVICE AND MAINTENANCE 489.19 CONVERT TO PROPANE AT 25964 HER 2,850.00 Total : 3,339.19
630770	3/10/2020	000575	LOMA LINDA PLUMBING, INC	3384	P-0000015835	PLUMBING 426.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
630770	3/10/2020	000575	000575 LOMA LINDA PLUMBING, INC		(Continued)	Total : 426.44	
630771	3/10/2020	001733	LOWE'S COMPANIES, INC.				
			25044	P-0000015836	CONCRETE BAGS	44.82	
			27082	P-0000015836	LIGHT BULBS, DOOR KNOB	30.36	
			27304	P-0000015836	DITCH WITCH SPRING	3.06	
			27363	P-0000015836	LUMBER AND GLOVES	31.06	
			27382	P-0000015836	BITS FOR TAPPING	37.43	
			27447	P-0000015836	LT CONDUIT FOR HERITAGE PARK PAF	14.32	
			27810	P-0000015836	ELECTRICAL FIBER PARTS	109.38	
			28645	P-0000015836	BOTTLED WATER	16.14	
					Total :	286.57	
630772	3/10/2020	004703	MUNICIPAL EMERGENCY SVCS, INC	IN1428456	P-0000016252	WORKRIGHT WILDLAND TACTICLE PAI	4,847.46
						Total : 4,847.46	
630773	3/10/2020	001935	NARCISCO VALDOVINOS, GOLDEN WEST LA	000820	P-0000016140	LANDSCAPE MAINT HERITAGE PK/MIS	755.00
			000821	P-0000016077	2019-20 ANNUAL MAINT FOR BARTON I	3,249.55	
			000822	P-0000016078	2019-20 ANNUAL LANDSCAPE MAINT B	504.05	
			000823	P-0000016076	2019-20 ANNUAL LMD LANDSCAPE MA	10,994.69	
			000824	P-0000016079	MISC LANDSCAPE REPAIRS OF BARTC	469.41	
			000825	P-0000016080	MISC LANDSCAPE REPAIRS IN LMD AF	3,602.63	
					Total :	19,575.33	
630774	3/10/2020	003812	NATHANIEL BOUCHER	1		TUITION REIMBURSEMENT	656.00
						Total : 656.00	
630775	3/10/2020	001613	OFFICE DEPOT, INC	442554235001		FILE CABINET	334.14
			446095595001	P-0000015841	STAPLER, PHONE BOOK AND PAPER	97.92	
			446105728001	P-0000015841	OFFICE SUPPLIES	100.71	
			446110232001	P-0000015841	STIR STICKS	4.65	
			446559266001	P-0000015841	BLACK INK	14.00	
			447310690001	P-0000015841	PAPER	46.43	
			447311717001	P-0000015841	TAPES & LABEL	38.57	
			447311718001	P-0000015841	LABEL	7.91	
			448590302001	P-0000015841	HEAVY DUTY DISHWAND REFILL	27.42	
			448591345001	P-0000015841	STAPLER, HAND SANITZER & WIPES	75.37	

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630775	3/10/2020	001613	001613 OFFICE DEPOT, INC		(Continued)	Total : 747.12
630776	3/10/2020	004401	ORKIN PEST CONTROL	193632412	P-0000016082	PEST CONTROL SRVS OF CIVIC CENTI 67.14
				193632759	P-0000016082	PEST CONTROL SRVS OF CIVIC CENTI 52.89
				195513791	P-0000016082	PEST CONTROL SRVS OF CIVIC CENTI 124.27
						Total : 244.30
630777	3/10/2020	004401	ORKIN PEST CONTROL	193633661	P-0000015906	PEST CONTROL SERVICE FOR STATIO 106.05
				195455647	P-0000016108	PEST CONTROL SERVICES FOR 10466 47.27
						Total : 153.32
630778	3/10/2020	005511	PARTS AUTHORITY	062-291665	P-0000015843	CLEANER 185.20
				062-834367	P-0000015843	CORE CREDIT FOR BATTERIES -106.92
						Total : 78.28
630779	3/10/2020	001592	PHOENIX GROUP INFORMATION SYST	0120201143	P-0000015844	PARKING CITATION DELINQUENT NOTI 104.40
				012020143	P-0000015917	DELINQUENT PARKING TICKET RECOV 630.40
						Total : 734.80
630780	3/10/2020	001775	PHONG NGUYEN, MD	JAN-JUNE 2020	P-0000016155	MEDICAL DIRECTOR SERVICES 5,000.00
				JUNE-DEC 2019	P-0000016155	MEDICAL DIRECTOR SERVICES 5,000.00
						Total : 10,000.00
630781	3/10/2020	000766	PRUDENTIAL OVERALL SUPPLY	22918822	P-0000015847	SHOP RAGS 48.80
				22933864	P-0000015847	SHOP RAGS 48.80
				22941466	P-0000015847	SHOP RAGS 48.80
				22948702	P-0000015847	SHOP RAGS 48.80
						Total : 195.20
630782	3/10/2020	005772	QUINN COMPANY	PCA00167532	P-0000016420	LOADER PARTS 1,084.32
						Total : 1,084.32
630783	3/10/2020	000799	REDLANDS PLUMB HEAT A/C, INC.	RPCO00015698	P-0000015851	HEAT & A/C REPAIR AND MAINTENANC 31.42
						Total : 31.42
630784	3/10/2020	001701	ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	204-22	P-0000015852	WELL & BOOSTER SERVICE REPAIR & 605.88
				215-20	P-0000015852	WELL & BOOSTER SERVICE REPAIR & 485.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630784	3/10/2020	001701	001701 ROBERT L. SMITH, BYRD INDUSTRIAL EI (Continued)			Total : 1,091.76
630785	3/10/2020	006105	RODNEY CALDWELL, RC & ES	1119	P-0000016213 FIBER OPTIC DESIGN FOR RICHARDS	17,639.00
						Total : 17,639.00
630786	3/10/2020	004171	RSCCD / SANTA ANA COLLEGE, FIRE TECHN 2019-2020		P-0000016395 REGISTRATION FEE FOR WELLNESS C	3,016.00
						Total : 3,016.00
630787	3/10/2020	005163	SAFETY-KLEEN	82420659	P-0000015853 OIL SERVICE	133.60
				82478871	P-0000015853 RECYCLING	90.00
						Total : 223.60
630788	3/10/2020	000356	SAN BERNARDINO & RIVERSIDE CO, FIRE EC 108503		P-0000015854 RECHARGING FIRE EXTINGUISHERS	38.00
						Total : 38.00
630789	3/10/2020	003698	SCOTT ZEHM	FEB 2020	P-0000016222 CITY HALL FRONT FOUNTAIN CLEANIN	135.00
						Total : 135.00
630790	3/10/2020	000451	SITEONE LANDSCAPE SUPPLY, LLC	97211673-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	26.31
				97229263-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	14.49
				97241199-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	53.32
				97415975-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	642.15
				97423192-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	56.43
				97431829-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	959.45
				97438475-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	317.87
				97440501-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	203.78
				97442181-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	15.16
				97465764-001	P-0000015857 LANDSCAPE MATERIALS AND SUPPLIE	58.14
						Total : 2,347.10
630791	3/10/2020	001024	SNAP ON TOOLS CORP	01302043382	P-0000015858 SAW	269.32
				11211941237	P-0000015858 AIR HAMMER	394.37
						Total : 663.69
630792	3/10/2020	001245	SO CALIF EDISON	2-28-800-5010	ELECTRICITY SERVICE	859.25
				STMTS-9	ELECTRICITY SERVICE	416.31
						Total : 1,275.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630793	3/10/2020	001356 STAPLES BUSINESS ADVANTAGE	3439488976	P-0000015859	OFFICE SUPPLIES	242.38
			3440001181	P-0000015859	EPSON INK	23.48
			3440001182	P-0000015859	BLACK INK	16.15
					<b>Total :</b>	<b>282.01</b>
630794	3/10/2020	006000 STREET DECOR INC	29772	P-0000016421	BRACKETS FOR 50 YEAR BANNERS	5,770.26
					<b>Total :</b>	<b>5,770.26</b>
630795	3/10/2020	006003 SUEZ WTS SERVICES USA, INC	900290419	P-0000015907	DEIONIZED WATER TANK RENTAL AND	35.56
					<b>Total :</b>	<b>35.56</b>
630796	3/10/2020	001708 SUN BADGE CO.	396829		BADGES	116.33
					<b>Total :</b>	<b>116.33</b>
630797	3/10/2020	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	051082	P-0000015864	DISC BRAKE PAD	72.93
			051542	P-0000015864	THERMOSTAT, RADIATOR, BELT	272.97
			051873	P-0000015864	OIL PRESSURE GAUGE SWITCH	32.31
			051898	P-0000015864	TRAILER HITCH BALL	17.77
			052311	P-0000015864	WIPER BLADE, AIR FILTER, OIL FILTER	59.57
			052312	P-0000015864	IGNITION COIL	54.28
			052399	P-0000015864	GREASE GUN	26.93
			052443	P-0000015864	OIL FILTER AND BATTERY	127.68
			052496	P-0000015864	REAR BRAKE PADS	42.85
			052512	P-0000015864	OIL FILTER, FRONT WIPER BLADE, AIR	56.31
			052521	P-0000015864	LUG NUTS	15.26
			052533	P-0000015864	BATTERY	122.16
			052548	P-0000015864	CREDIT FOR BATTERY	-121.16
			052549	P-0000015864	CREDIT	-19.40
			052553	P-0000015864	CREDIT	-5.00
			052554	P-0000015864	BATTERY	121.31
			052598	P-0000015864	HEADLIGHT LAMP	32.30
			052599	P-0000015864	IGNITION COIL AND SPARK PLUG	69.61
			052634	P-0000015864	WINDSHIELD WASH, GLOVES, BLASTE	83.69
			052654	P-0000015864	AIR FILTER, OIL FILTER, WIPER BLADE	156.27
			053241	P-0000015864	MOTOR OIL AND FILTER	49.59
			053242	P-0000015864	STARTER AND SWITCH. BATTERY COR	168.36
			053351	P-0000015864	CREDIT	-2.44

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630797	3/10/2020	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	(Continued) 053640	P-0000015864	OIL FILTER, AIR FILTER, MOTOR OIL.	128.87
					<b>Total :</b>	<b>1,563.02</b>
630798	3/10/2020	005936 THOMAS E LEE	993765468		ACCOUNT CLOSED REFUND OVERPAY	68.15
					<b>Total :</b>	<b>68.15</b>
630799	3/10/2020	003890 TOTAL COMPENSATION SYSTEM, INC	8035	P-0000015888	GASB 74/75 OPEB Actuarial Valuation	2,070.00
					<b>Total :</b>	<b>2,070.00</b>
630800	3/10/2020	005488 UC FACTORS	1113303F	P-0000016431	MT VIEW WELL #5 SRVS	672.50
					<b>Total :</b>	<b>672.50</b>
630801	3/10/2020	004030 US TRONICS	M-12267JA20	P-0000015908	EMERGENCY SATELLITE PHONE SERV	169.14
					<b>Total :</b>	<b>169.14</b>
630802	3/10/2020	005725 VICTOR GOMEZ	1034		REIMBURSEMENT FOR UNIFORM PUR	79.60
					<b>Total :</b>	<b>79.60</b>
630803	3/10/2020	001885 VISTA PAINT CORPORATION	2020-283768-00 2020-294130-00 2020-299927-00 2020-305711-00	P-0000016422 P-0000016422 P-0000016422 P-0000015870	TRAFFIC PAINT FOR CURB PAINTING TRAFFIC PAINT FOR CURB PAINTING TRAFFIC PAINT FOR CURB PAINTING CURB PAINT	533.94 641.75 516.03 186.19
					<b>Total :</b>	<b>1,877.91</b>
630804	3/10/2020	001977 VULCAN MATERIALS	72512369	P-0000015871	ASPHALT	83.26
					<b>Total :</b>	<b>83.26</b>
630805	3/10/2020	005500 WEST COAST ARBORISTS INC	157617 157618	P-0000016423 P-0000016424	TREE REMOVE AND PRUNING TREE REMOVAL 11236 SAN JUAN/SIDE	2,756.25 1,434.38
					<b>Total :</b>	<b>4,190.63</b>
630806	3/10/2020	001901 WEST PAYMENT CENTER, THOMSON REUTEI 841841843		P-0000015872	THOMAS REUTERS	382.50
					<b>Total :</b>	<b>382.50</b>
630807	3/10/2020	001919 WILLDAN	002-22262	P-0000015874	BUILDING INSPECTION/PLAN CHECK S	47,866.51
					<b>Total :</b>	<b>47,866.51</b>

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
630808	3/10/2020	001622 WILLDAN FINANCIAL SERVICES	010-43371 010-43372	P-0000015959 P-0000015979	LMD ASSESSMENT REPORT - ENGINEE STREET LIGHT DISTRICT ANNUAL ADM	2,395.12 2,233.62 <b>Total : 4,628.74</b>
630809	3/10/2020	003968 WINZER FRANCHISE CORPORATION	6556972 6562480	P-0000015875 P-0000015875	NUTS AND BOLTS UTILITY MARKER SAFETY GREEN	181.24 276.65 <b>Total : 457.89</b>
630810	3/10/2020	004353 WITTMAN ENTERPRISES, LLC	2001069	P-0000015921	MEDICAL BILLING SERVICES FOR FY 2	1,199.35 <b>Total : 1,199.35</b>
630811	3/10/2020	003359 ZERO WASTE USA INC	325293	P-0000016425	DOG WASTE BAGS	699.78 <b>Total : 699.78</b>
93 Vouchers for bank code : bofa						<b>Bank total : 244,464.35</b>
93 Vouchers in this report						<b>Total vouchers : 244,464.35</b>

PAYROLL: \$306,572.52 02/20/2020

PAYROLL: \$312,474.44 03/05/2020

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. 630719 through 630811 for a total disbursement of \$ 244,464.35, 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 03-10-2020 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



# City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: March 10, 2020  
TO: City Council  
SUBJECT: Minutes of February 11 and 25, 2020

Approved/Continued/Denied By City Council Date _____
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## **RECOMMENDATION**

It is recommended that the City Council approve the minutes of February 11 and 25, 2020.

City of Loma Linda  
City Council Minutes  
Regular Meeting of February 11, 2020

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:07 p.m., Tuesday, February 11, 2020, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore John Lenart Ovidiu Popescu Phill Dupper Ron Dailey
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

The Pledge of Allegiance and invocation were led by Councilman Dailey.

**Public Comment**

Dick Wiley spoke regarding CRV tax and the closure of many of the available recycling centers.

**Scheduled Items**

**CC-2020-07- Public Hearing** - Community Development Block Grant (CDBG) Project prioritization for Fiscal Year 2020 – 2021

The public hearing was opened and City Manager Thaipejr presented the report into evidence, noting that total funding for Fiscal Year 2020-2021 was \$152,619, of which it was proposed that the City Council allocate \$100,000 for ADA Sidewalk Improvements and \$22,619 for ADA Restroom Improvements at City Facilities; and that the public service portion of funds totaling \$30,000 be allocated \$10,000 each to the Loma Linda Branch of the San Bernardino County Library, Inland Temporary Homes, and Family Services Association dba FSA.

He further stated that three public service projects recommended for funding were screened by the San Bernardino County Economic Development Agency and have been approved by the County.

Those speaking were: Tom Donahue, Program Administrator on behalf of FSA, regarding meals provided Monday through Thursday at the Loma Linda Senior Center; Stan Sewell, Branch Manager on behalf of the Loma Linda Branch Library regarding their Adult Literacy Program; and Jeff Little, CEO on behalf of Inland Temporary Homes (dba Inland Housing Solutions), indicating that Inland Housing Solutions has over the past five years housed over 157 households consisting of 206 adults and 322 children, with a 93% success rate.

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

Discussion ensued; the City Manager responded to questions.

**Motion by Lenart, seconded by Dailey and carried unanimously to approve staff recommendation of \$10,000 each to San Bernardino County Library, Inland Temporary Homes and Family Services Association (FSA), \$100,000 for ADA Sidewalk Improvements and \$22,619 for ADA Restroom Improvements at City Facilities.**

**CC-2020-08- Public Hearing – Council Bill #R-2020-03** – Determine the cost related to the Fall 2019 Weed Abatement Program

The public hearing was opened and Fire Marshal Tom Ingalls presented the report into evidence, noting that the Weed Abatement Program focused on removal of combustible vegetation deemed a fire hazard. The Program began September 30, 2019 with initial inspection of about 435 parcels; notices to clean property were sent to owners of record provided by the County Assessor's Office; follow-up inspections began on October 28, 2018 and if abatement had not been accomplished or arrangements for a time extension had not been made, the parcels were placed on an abatement list for the City's contractor to abate. Approximately 19 parcels were abated and invoices related to those properties were mailed January 6, 2020. The exhibit to the resolution listed those property owners who had not paid by today's date. Subsequent to adoption of the Resolution, a lien would be placed on the parcel and the amount owed the City would be submitted to the Assessor's Office for inclusion on the 2020-2021 Property Taxes for subject parcels.

Fire Marshal Ingall continued, indicating that two parcels were either billed incorrectly or not billed at all and it was recommended that the City Council continue the public hearing until March 10, 2020 to provide due process to those property owners.

Councilman Popescu commented on weeds on the property on the west side of Richardson Street, north of Redlands Boulevard.

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

**Motion by Popescu, seconded by Dupper and carried to continue Council Bill #R-2019-04 to March 10, 2020 as recommended.**

**CC-2020-09- Consent Calendar**

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

The demands register dated:

- January 28, 2020 with commercial demands totaling \$687,793.65 and payroll demands dated January 23, 2020 totaling \$307,201.09;
- January 31, 2020 with commercial demands totaling \$256,029.60;
- February 11, 2020 with commercial demands totaling \$514,810.07 and payroll demands dated February 6, 2020 totaling \$305,378.21.

The minutes of January 14, 2020 as presented.

The January 2020 Treasurer's Report for filing.

Rejected all bids for Emergency Operations Center (EOC) Expansion (CIP 14-852).

Accepted as complete and authorized recordation of Notice of Completion for Pavement Rehabilitation at Bellaire Street, Taylor Street, Exeter Street, Shepardson Drive and LeMar Road (CIP 19-) All American Asphalt, Contractor.

Extended the term of the agreement with Rogers, Anderson, Malody & Scott for audit services for two years.

Authorized City Manager to vote and sign ballots for City parcels located within the proposed Landscape Maintenance District No. 1 Annexation 76 – Citrus Trails.

Award contact for replacement of existing security cameras at various parks to Silverstrand Technologies, Inc. in the amount of \$29,003.26 and authorized a contingency amount of \$2,600.

### **Old Business**

**CC-2020-10- Council Bill #O-2020-01** (Second Reading and Roll Call Vote) - Pre-Zoning No. P19-067 - modifying the Official Zoning map of the City of Loma Linda to pre-zone an area generally located east of Whittier Avenue, west of Mountain View Avenue, north of the Riverside/San Bernardino County line, and south of Beaumont Avenue to Hillside Conservation (HR-C) for approximately 374 acres and Low Density Hillside Preservation (HR-LD) for approximately 290 acres, for the purpose of future annexation of the unincorporated area in to the City of Loma Linda city limits

Assistant City Manager Bolowich reviewed, indicating the Ordinance for the Pre-zoning No. 19-067 application in conjunction with the Annexation No. P19-064 of 11 City-owned parcels within the South Hills Preserve was introduced on first reading and the Public Hearing was held on January 14, 2020.

It was noted that the title of the Ordinance was incorrect and should read that the area was East of Mountain View Avenue, not West.

**Motion by Dupper, seconded by Popescu and unanimously carried to waive reading of Council Bill #O-2020-01 in its entirety and direct City Clerk to read by title only as amended**

### **Ordinance No.760**

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 West of Whittier Avenue, East of Mountain View Avenue, North of The Riverside/San Bernardino County line, and South of Beaumont Avenue to Hillside Conservation (HR-C) for approximately 374 Acres and Low and Low Density Hillside Preservation (HR-LD) for approximately 290 Acres, for the purpose of future annexation of the unincorporated area in to the City of Loma Linda City Limits

## **New Business**

### **CC-2020-11- Joint Meeting** of the City Council and Housing Authority

- a. LLHA Bill #R-2020-01 – Approving a Fourth Amendment to Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing
- b. Council Bill #R-2020-02 – Approving a Fourth Amendment to Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing

Assistant City Manager Bolowich provided a brief history, indicating that Mary Erickson Community Housing (Developer) was provided an opportunity to dispose of several Housing Authority scattered sites (Phase One lots) to generate revenue for construction of an Affordable Housing project on Juanita Street (Phase Two). The disposal of the Phase One lots has been completed pursuant to the Second Amendment to the Affordable Housing Agreement.

The Developer has demonstrated to Authority staff following the obtaining of construction bids that the development of six houses was not feasible at this time, but it was feasible for the Developer to undertake development of four housing on the Phase Two lots. The fourth amendment to the Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing would delete any option of Developer to acquire the Deferred Lots as well as any obligation of Authority to convey the Deferred Lots to Developer under the Original AHA as amended.

**Motion by Dailey, seconded by Popescu and carried unanimously to adopt Housing Authority Bill #R-2020-01 and Council Bill #R-2020-02 Approving a Fourth Amendment to Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing**

### **LLHA Resolution No. 45**

A Resolution of the Loma Linda Housing Authority Approving a Fourth Amendment to Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing

### **Resolution No. 3045**

A Resolution of the City Council of the City of Loma Linda Approving a Fourth Amendment to Affordable Housing Agreement by and among the Loma Linda Housing Authority, the City of Loma Linda and Mary Erickson Community Housing

## **Reports Of Councilmen**

Mayor pro tempore Lenart thanked City staff for the clean-up and installation of the pet waste bag stands; commented on companies leaving literature on someone's property, and the Bryn Mawr Veterans Memorial Park overgrown with weeds. He also commented on the timing of the signal at the I-10/Anderson Street offramp.

Councilman Dailey commented on the weeds in various areas.

Councilman Popescu announced that the San Bernardino International Airport's next Airfest has been moved from November to May to be combined with the Redlands Annual Air Show. He asked about traffic on Mt. View Avenue; City Manager indicated that the traffic signal at the off ramps was still to be replaced and that should alleviate the traffic. He inquired about traffic signal installation on California Street and Orange; City Manager indicated that Lennar Homes, as a condition of approval, would be widening the west side north and south corners, as well as the south east corner, and design was underway to widen California Street from Orange to Redlands Boulevard and would include installation of a traffic signal that should be completed this fiscal year.

Mayor Rigsby commented on the top tier water rates and complaints he had been receiving from constituents, primarily those with larger lots. Can those rates be revisited, revised, or in some way adjusted to accommodate larger lots and asked that the City Manager to look into the issue and bring back a report.

**Reports Of Officers**

The meeting adjourned at 8:06 p.m.

Approved at the meeting of

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City Clerk

DRAFT

City of Loma Linda  
City Council Minutes  
Regular Meeting of February 25, 2020

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:04 p.m., Tuesday, February 25, 2020, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore John Lenart Ovidiu Popescu Phill Dupper Ron Dailey
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

The Pledge of Allegiance and invocation were led by Councilman Dupper.

**Public Comment**

Dennis Green commented on the proposed Rancho del Prado development and the impacts to traffic in Reche Canyon.

**Scheduled Items**

The Mayor called the Housing Authority Board to order at 7:16 p.m.

HA-2020-06

CC-2020-12 Joint meeting of the City Council and Housing Authority Board regarding 2020-2021  
Mid-Year Budget Review including expenditure appropriations and revenue adjustments

Finance Director DeAnda reviewed:

- Proposed changes in revenue and expenditures by fund type;
- Proposed General Fund revenue changes totaling \$(2,614,500); all funds totaling \$3,765,30095;
- Proposed General Fund expenditure changes totaling \$745,100; all funds totaling \$(1,978,200).

Discussion ensued with Finance Director DeAnda and City Manager Thaipejr responding to questions.

**Motion by Dailey, seconded by Popescu and carried unanimously to approve changes in revenues and expenditures are presented and outlined in the staff report**

The Housing Authority Board recessed at 7:32 to allow for completion of the City Council agenda.

**CC-2020-13- Consent Calendar**

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

The demands register dated February 25, 2020 with commercial demands totaling \$1,100,693.78.

The January 2020 Fire Department Report for filing.

Approved the extension to the contract with Dennis Grubb & Associates, LLC for professional services to assist with Fire plan check and inspection services related to the Loma Linda University Health Campus Transformation Project through July 28, 2021

Approved five-year agreement with Dennis Grubb & Associates, LLC for professional services to assist the Loma Linda Fire Prevention Bureau with Fire plan check services

Declared antiquated equipment and hand tools surplus surplus and authorized donation to not-for-profit organizations within the fire service

### **Reports Of Councilmen**

Councilman Popescu –

- Measure V prohibits any direct road connection from the Rancho del Prado development to Loma Linda
- Parking at the dog park seems to be taken up by hikers, perhaps the signage indicating parking reserved for dog park be more prominently displayed

Mayor pro tempore Lenart –

- Noted that parking issues brought to his attention had been addressed by the Public Works Department
- Concern regarding incident at Hulda Crooks Park; Lt. Griffith provided a brief overview and indicated an arrest was made in regards to the vandalism that occurred

Councilman Dailey –

- Requested an update on the Edison powerline upgrade and the easement – City Manager indicated he would get the project schedule update from Edison.

### **Reports Of Officers**

The meeting adjourned at 7:43 p.m.

Approved at the meeting of

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City Clerk



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

Approved/Continued/Denied By City Council Date _____
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TO: City Council  
 VIA: T. Jarb Thaipejr, City Manager  
 FROM: Dan Harker, Fire Chief *DH*  
 SUBJECT: February 2020 Fire Department Activity Report

### Operations Division:

The Fire Department's Operations Division responded to 355 incidents in January 2020. Of the 355 incidents, 30 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	206	58.0%	423	62.3%
Traffic Collision (TC)	16	4.5%	22	3.2%
<b>MA + TC</b>	<b>222</b>	<b>62.5%</b>	<b>445</b>	<b>65.5%</b>
Hazardous Conditions	6	1.7%	7	1.0%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	18	5.1%	29	4.3%
Rescue	2	0.6%	5	0.7%
Structure Fire	2	0.6%	4	0.6%
Cooking	0	0.0%	0	0.0%
Vegetation Fire	4	1.1%	5	0.7%
Vehicle Fire	2	0.6%	4	0.6%
Refuse Fire	5	1.4%	7	1.0%
<b>All Fires</b>	<b>13</b>	<b>3.7%</b>	<b>20</b>	<b>2.9%</b>
Good Intent/Dispatched & Cancelled Enroute	55	15.5%	104	15.3%
Fire Alarm Activation*	39	11.0%	69	10.2%

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

### Training Division Highlights:

- Blossom Grove memory training
- Emergency Vehicle Obstacle Course (EVOC) training at the San Bernardino County Sheriff's facility
- Tractor Drawn Aerial training, all crews
- High Rise SOC/Operations training, all crews
- Live fire training at San Manuel Fire Station 241

### Public Relations/Education:

- Delivered flowers to residents at Brookdale & Linda Valley Villa for Valentine's Day
- Attended Loma Linda Broadcasting Network's groundbreaking ceremony

**SUBJECT: February 2020 Fire Department Activity Report Continued**

**Fire Prevention Division:**

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

Certificate Of Occupancy Inspection	
Commercial UL-300 Hood Inspections	
Clean Agent FM 200 System Inspection	
Construction Site Inspection	9
Fire Alarm System Test & Inspection (# of trips)	1
Fire Building Final Inspection	6
Fire Flow Test (Hydrant Testing)	2
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	3
Fire Sprinkler Rough – Commercial	
Fire Sprinkler Rough – Residential	8
Fire Underground – Inspection, test, flush	
Five Year FS System Certification – Observe Flush	1
Knox Box Placement/Inspection	3
New Tenant Inspection	3
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	14
Smoke Alarm Check	1
Solar PV Inspection	3
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	28
Fire Extinguisher Training	
Meetings	14
Public Education (hours)	3
Public Hearings / Council Meetings	
Training Classes (hours)	24
Annual Fire Inspections	10
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	4
Field Investigation / Inquiries	
Fire / Arson / Illegal Burn Investigation	1
State Fire Marshal Permits Issued	2
State Fire Marshal Title 19 Inspections: RCF's	2
Weed Abatement Administrative Time (hours)	13
Weed Abatement, Parcels Inspected	3



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: T. Jarb Thaipejr, City Manager/Public Works Director TJT.  
SUBJECT: Award Contract to Construct Sidewalk and Retaining Wall at Anderson Street. (CIP 18-186)

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council award a contract in an amount of \$168,917.00 to Jeromy R. Robb of Loma Linda, CA for the subject construction and approve a contingency amount of \$17,000.00 ( $\pm 10\%$ ).

## **BACKGROUND:**

This project is on the approved Capital Improvement Program list. The University Medical Center has requested investigation and consideration for this project. The concept has been presented to the City Council, Traffic Safety Committee and Loma Linda University/Medical Center gaining support from all.

## **ANALYSIS:**

Staff advertised for competitive bids, eight (8) bids were received and opened on March 3, 2020. Bids ranged from a low of \$168,917.00 to a high of \$329,725.00 (see attached). The low bidder, Jeromy R. Robb of Loma Linda, has been checked for references and licenses. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$17,000 for such circumstances.

## **FINANCIAL IMPACT:**

Funding is available in Account Nos. 45-2400-8500.

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Award of Contract\Sidewalk 2019.doc

**City of Loma Linda**

**Sidewalk and retaining wall at Anderson St.**

Bid Opening on March 3, 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Jeromy R Robb		SDC Engineering, Inc.		Tryco Gen. Eng.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$15,000.00	\$15,000.00	\$7,800.00	\$7,800.00	\$6,130.17	\$6,130.17	\$9,000.00	\$9,000.00
2	Clearing and Grubbing	L.S.	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$2,160.00	\$2,160.00	\$28,000.00	\$28,000.00
3	Traffic Control	L.S.	1	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$4,800.00	\$4,800.00
4	PCC Sidewalk	S.F.	1,800	\$8.00	\$14,400.00	\$13.00	\$23,400.00	\$10.00	\$18,000.00	\$8.00	\$14,400.00
5	Retaining wall	L.F.	340	\$250.00	\$85,000.00	\$164.00	\$55,760.00	\$265.00	\$90,100.00	\$275.00	\$93,500.00
6	Street light	EA.	3	\$6,000.00	\$18,000.00	\$7,666.00	\$22,998.00	\$15,000.00	\$45,000.00	\$7,500.00	\$22,500.00
7	PCC "V" Ditch	S.F.	275	\$10.00	\$2,750.00	\$16.00	\$4,400.00	\$19.56	\$5,379.00	\$66.00	\$18,150.00
8	12" wide area drain	EA.	1	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$2,372.00	\$2,372.00	\$800.00	\$800.00
9	4" PVC	L.F.	7	\$100.00	\$700.00	\$57.00	\$399.00	\$77.77	\$544.39	\$15.00	\$105.00
10	Under sidewalk drain	EA.	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00
11	Railing per APWA STD 606-4	L.F.	340	\$80.00	\$27,200.00	\$49.00	\$16,660.00	\$77.77	\$26,441.80	\$105.00	\$35,700.00
				<b>Total</b>	<b>\$189,050.00</b>	<b>Total</b>	<b>\$168,917.00</b>	<b>Total</b>	<b>\$209,627.36</b>	<b>Total</b>	<b>\$228,755.00</b>

**Sidewalk and retaining wall at Anderson St.**

ITEM	DESCRIPTION	UNIT	QUANTITY	AToM Eng. Const., Inc.		William's Paving Corp.		Roadway Eng. & Contracting		ACCI	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$37,000.00	\$37,000.00	\$6,000.00	\$6,000.00
2	Clearing and Grubbing	L.S.	1	\$29,000.00	\$29,000.00	\$10,000.00	\$10,000.00	\$33,600.00	\$33,600.00	\$20,000.00	\$20,000.00
3	Traffic Control	L.S.	1	\$9,000.00	\$9,000.00	\$16,000.00	\$16,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
4	PCC Sidewalk	S.F.	1,800	\$9.00	\$16,200.00	\$8.50	\$15,300.00	\$7.80	\$14,040.00	\$9.00	\$16,200.00
5	Retaining wall	L.F.	340	\$265.00	\$90,100.00	\$250.00	\$85,000.00	\$275.00	\$93,500.00	\$420.00	\$142,800.00
6	Street light	EA.	3	\$12,000.00	\$36,000.00	\$12,000.00	\$36,000.00	\$10,500.00	\$31,500.00	\$13,800.00	\$41,400.00
7	PCC "V" Ditch	S.F.	275	\$17.00	\$4,675.00	\$50.00	\$13,750.00	\$32.00	\$8,800.00	\$31.00	\$8,525.00
8	12" wide area drain	EA.	1	\$900.00	\$900.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250.00
9	4" PVC	L.F.	7	\$100.00	\$700.00	\$150.00	\$1,050.00	\$50.00	\$350.00	\$36.00	\$252.00
10	Under sidewalk drain	EA.	1	\$2,357.00	\$2,357.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$1,950.00	\$1,950.00
11	Railing per APWA STD 606-4	L.F.	340	\$75.00	\$25,500.00	\$90.00	\$30,600.00	\$120.00	\$40,800.00	\$191.00	\$64,940.00
				<b>Total</b>	<b>\$234,432.00</b>	<b>Total</b>	<b>\$236,700.00</b>	<b>Total</b>	<b>\$270,090.00</b>	<b>Total</b>	<b>\$309,317.00</b>

## City of Loma Linda

Sidewalk and retaining wall at Anderson St.				ARAMEXX	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$32,000.00	\$32,000.00
2	Clearing and Grubbing	L.S.	1	\$66,000.00	\$66,000.00
3	Traffic Control	L.S.	1	\$23,000.00	\$23,000.00
4	PCC Sidewalk	S.F.	1,800	\$11.00	\$19,800.00
5	Retaining wall	L.F.	340	\$275.00	\$93,500.00
6	Street light	EA.	3	\$13,000.00	\$39,000.00
7	PCC "V" Ditch	S.F.	275	\$19.00	\$5,225.00
8	12" wide area drain	EA.	1	\$2,000.00	\$2,000.00
9	4" PVC	L.F.	7	\$200.00	\$1,400.00
10	Under sidewalk drain	EA.	1	\$7,000.00	\$7,000.00
11	Railing per APWA STD 606-4	L.F.	340	\$120.00	\$40,800.00
				<b>Total</b>	<b>\$329,725.00</b>



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

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

SUBJECT: Approve the Notice of Completion for Construction of Waterline and Pavement Rehabilitation Improvements, Richardson Street, Acacia Street, Hillcrest Street, Crestview Drive, Richmond Road and Poplar Street (CIP 19-188)

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 September 10, 2019, City Council awarded the contract to MCC of Yucaipa, CA in the amount of \$899,501 with an approved contingency of \$90,000. The final project cost was \$1,055,636. The additional project costs was due to additional waterline related work and unexpected repairs. Funding is available in the assigned project accounts from previous capital improvement project savings.

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**

Funding for this project is available in 07-7300-8500, 65-7010-8500, 38-7200-8500 and 45-2400-8500.

*I:\Public Works Admin\Staff Reports\Notice of Completion\Waterline-Pav Rehab Richardson Acacia Hillcrest Crestview Richmond Poplar 03-10-20.doc*

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

BARBARA NICHOLSON  
CITY CLERK  
CITY OF LOMA LINDA  
25541 BARTON ROAD  
LOMA LINDA CA 92354

APN# n/a

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 February 20, 2020

8. The work of improvement completed is described as follows: Construction of Waterline and Pavement Rehabilitation Improvements on Richardson St., Acacia St., Hillcrest St., Crestview Dr., Richmond Rd. and Poplar St. (CIP 19-188)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is MCC Pipeline, Inc., 33562 Yucaipa Blvd., Yucaipa, CA 92399

10. The street address of said property is Richardson St., Acacia St., Hillcrest St., Crestview Dr., Richmond Rd. and Poplar St.

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: Construction of Waterline and Pavement Rehabilitation Improvements on Richardson St., Acacia St., Hillcrest St., Crestview Dr., Richmond Rd. and Poplar St. (CIP 19-188)

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

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

SUBJECT: Accept Offsite Improvements for Tract 18963 (Sea Country)

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

### RECOMMENDATION:

It is recommended that the City Council accept the offsite improvements for Tract Map 18963; release the associated guarantee and begin the one-year maintenance period.

### BACKGROUND:

This tract, located at the southeast corner of California Street and Citrus Avenue, consists of 35 single family lots. The developer, Stratus Development Partners, has completed the installation of the offsite improvements and had posted a letter of credit to guarantee completion of the improvements. The developer has made a request to have the City accept the improvements and begin the one-year maintenance period.

### ANALYSIS:

The offsite improvements have been completed and reviewed. Staff is satisfied that the improvements are ready to be accepted by the City. The Developer will submit a maintenance guarantee of 10% for one year to guarantee the installed improvements.

### FINANCIAL:

The new infrastructure will be added to the City inventory.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

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

SUBJECT: Adopt Council Bill #R-2020-05 - Approving Summary Vacation of Excess Property – South Side of Barton Road, West of Campus Street.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2020-05.

## BACKGROUND

The new owners of the vacant parcel on the south side of Barton Road between Campus Street and Sierra Vista Way are preparing to develop the site with a single family residence. Under County jurisdiction a previous owner dedicated additional right-of-way along Barton Road for possible street widening. This owner does not propose any subdivision and therefore does not require the additional right-of-way.

## ANALYSIS

The State of California Streets and Highways Code allows for a summary vacation to return excess right-of-way pursuant to paragraph (a), Section 8334, Article 1, Chapter 4 which reads “An excess of right-of-way of a street or highway not required for street or highway purposes” may be summarily vacated by the legislative body of a local agency by adopting a resolution of vacation. The resolution shall state the chapter under which the vacation is made, a precise description, the fact of the summary vacation and that from and after the date of recordation that the street no longer constitutes a street.

## FINANICIAL IMPACT

None.

Attachments

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Summary Vacation SS Barton Road WO Campus.doc

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,  
STATE OF CALIFORNIA, APPROVING A SUMMARY VACATION OF A  
PORTION OF BARTON ROAD BETWEEN CAMPUS STREET AND SIERRA  
VISTA WAY

WHEREAS, this vacation is made under the State of California Streets and Highways Code Chapter 4, Article 1, Section 8334, paragraph (a) An excess right-of-way of a street or highway not required for street or highway purposes; and

WHEREAS, this vacation is a strip of land along the south side of Barton Road between Campus Street and Sierra Vista Way more precisely described on the attached Exhibits "A," and shown on the attached Exhibits "B," and

WHEREAS, this vacation is made due to excess right-of-way acquired for the purpose of street widening and not needed for the stated purpose; and

WHEREAS, that from and after the date of recording said resolution, the street right-of-way no longer constitutes street right-of-way,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda, County of San Bernardino, State of California, hereby adopts the vacation of excess right-of-way as shown on Exhibits "A," and "B,".

PASSED AND ADOPTED this 10th day of March 2020 by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
Rhodes Rigsby, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Nicholson, City Clerk

**RECORDING REQUESTED BY:**

City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

**WHEN RECORDED, RETURN TO:**

BARBARA NICHOLSON  
CITY CLERK'S OFFICE  
CITY OF LOMA LINDA  
25541 BARTON ROAD  
LOMA LINDA, CA 92354

(THIS SPACE FOR RECORDER'S USE ONLY)

**VACATION OF ROAD RIGHT OF WAY: APN 0284-171-23**

This Vacation of Road Right of Way is entered into by and between the City of Loma Linda, a Municipal Corporation (herein "City") duly organized in accordance with the laws of the State of California, and Brian C. Hutchins and Wendalee Rivera-Pacheco, as Co-Trustees of the Brian Hutchins and Wendalee Rivera-Pacheco Living Trust, U/A dated October 25, 2017,.

For valuable consideration, receipt of which is hereby acknowledged

City of Loma Linda, a Municipal Corporation

hereby vacates and grants to the Brian C. Hutchins and Wendalee Rivera-Pacheco, as Co-Trustees of the Brian Hutchins and Wendalee Rivera-Pacheco Living Trust, U/A dated October 25, 2017, that certain real property ("Road Right of Way"), described on Exhibit "A" and shown on Exhibit "B" attached hereto.

Approved by City Council action taken \_\_\_\_\_, 2020

Executed on \_\_\_\_\_, 2020

City of Loma Linda  
By City Manager

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**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

On July 11, 2019 before me, Barbara Nicholson, Notary Public,  
(insert name and title of the officer)

personally appeared T. Jarb Thaipejr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Seal)

**EXHIBIT "A"**  
**RIGHT OF WAY VACATION**  
**LEGAL DESCRIPTION**

**Legal Description:**

The land referred to herein below is situated in the City of Loma Linda, County of San Bernardino, State of California and per deed conveying the property to the County of San Bernardino by deed recorded June 4, 1962 in Book 5709, Page 702, Official Records, more particularly described as follows:

That portion of Government Lot 1 of the Northwest quarter of the Northeast quarter of Section 35, Township 1 South, Range 4 West, San Bernardino Base and Meridian, according to the United States Government Township Plat thereof approved by the Surveyor General, August 2, 1890, described as follows:

Commencing at a point in the West line of said Government Lot 1, South 0°48'00" West thereon 150.03 feet from the Northwest corner of said Lot; thence parallel with and distant South at right angles 150 feet from the North line of said Lot 1, North 89°42'00" East, 257.91 feet to the **True Point of Beginning**; thence South 0°18'00" East 20 feet; thence North 89°46'00" East 314.39 feet, more or less, to a point in the Westerly line of Tract No. 3099, as per plat recorded in Book 41 of Maps, page 91, records of County of San Bernardino, State of California; thence North 0°31'30" East along the Westerly line of said Tract No. 3099, a distance of 20 feet, more or less, to the Northeast corner of the parcel of land conveyed to George W. Heidland, et ux., by deed recorded August 30, 1950, in Book 2631, page 361, Official Records, as Instrument No. 163; thence South 89°42'00" West along the Northerly line of said Heidland land, 314.68 feet, more or less, to the **True Point of Beginning**.

Subject to: All reservations, restrictions, rights and rights of way of record.

The herein described parcel contains 0.144 acres of land, more or less, exclusive of that portion previously reserved for roadway purposes.

Prepared by **GOODMAN & ASSOCIATES**

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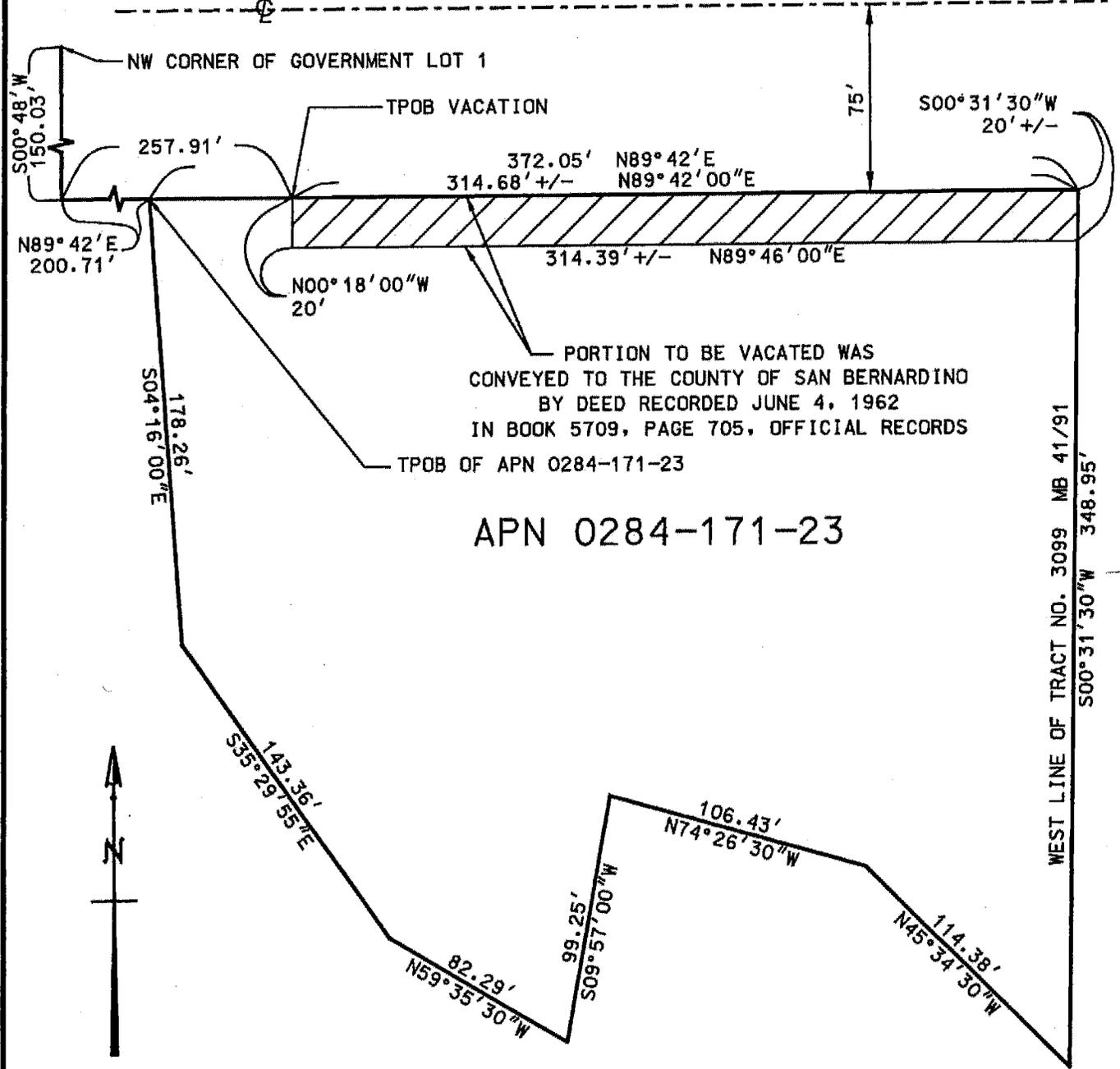
Douglas L. Goodman, RCE 28500

---

Date

# EXHIBIT 'B'

## BARTON ROAD



CITY OF LOMA LINDA  
BARTON ROAD  
VACATION  
A.P.N. 0284-171-23

DATE: MARCH 2020

SCALE: 1"=60'



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

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

SUBJECT: Adopt City Council Bill R 2020-06, For Road Repair and Accountability Act of 2017 (SB1), Fiscal Year 2019-2020.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that City Council adopt Council Bill R 2020-06, include revenue of \$459,600.00 in the FY 20-21 budget for SB1 Capital Improvement Projects to include Lawton Avenue, Daisy Avenue, Fern Avenue, Tulip Avenue, Aspen Street, Orange Grove Street, Acacia Street and Richmond Road for pavement rehabilitation.

## BACKGROUND

On April 28, 2017 the Governor signed Senate Bill 1 to address basic road maintenance, rehabilitation and critical safety needs on State and Local road systems. This effort will be funded by increases in fuel taxes and vehicle registration fees. The first step to access these funds is to provide the State with an approved project list including annual Capital Improvement budgeting.

## ANALYSIS

Staff has prepared the attached SB1 project list based on our current pavement management program needs. Funding is expected to be approximately \$459,600.00 and the City is required to sustain a maintenance of effort similar to that required by the regional transportation funding programs

## FINANCIAL IMPACT

\$459,600.00 in revenue and expenditures will be included in fiscal year 2020-2021 budget.

Attachment

AQQRESOLUTION NO. 2020-06

RESOLUTION APPROVING THE 2020-21 BUDGET TO INCORPORATE A LIST OF PROJECTS  
FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$459,600.00 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, the City used their on-going pavement evaluation system to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 8 streets this year and many more similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a "Fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "Good" condition; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been delaying or canceling projects throughout the community and/or laying off city staff; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City Loma Linda, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The Capital Improvement Project budget for fiscal year 2020-21 is to incorporate the following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

See Attachment

3. The Capital Improvement Project budget for fiscal year 2020-21 is amended as follows:

See Attachment

PASSED AND ADOPTED by the City Council of the City of Loma Linda, State of California this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

Package	PPNo	Title	Description	Location	Life Min	Life Max
LSR-2021-5407	PP007	Citywide	Repave/resurface 2.0 miles of roadway	Lawton Avenue from Campus Street to west end	7	15
				Daisy Avenue from Poplar Street to west end	7	15
				Fern Avenue from Hillcrest Street to west end	7	15
				Tulip Avenue from Poplar Street to Anderson Street	7	15
				Aspen Street from Poplar Street to Hillcrest Street	7	15
				Orangr Grove Street from Lawton Street to Tulip Street	7	15
				Acacia Street from Lawton Street to Tulip Street	7	15
				Richmont Road from Lawton Avenue to Aspen Street	7	15



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*  
SUBJECT: Award of Contract to Replace Two Civic Center Air Conditioners.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that City Council award a contract for the subject project to Loma Linda Heat & Air Conditioning, Inc. of Loma Linda in the amount of \$37,410.25 and authorize a contingency allocation of \$3,700.00. Staff will perform inspection services and contract management.

## BACKGROUND

The Civic Center has 31 air conditioning units to service the various buildings. Staff monitors the units for wear, functionality and replacement as needed. Both replacement units are for the Library. These items were included in the mid-year budget adjustment recently approved by Council. Loma Linda Heat & Air Conditioning, Inc. is the approved vendor for the annual contract for this type of work, approved at May 28, 2019 Council meeting.

## ANALYSIS

Two units recently failed and need replacement. A proposal has been requested from the approved vendor. Unit #9, Library, is a 5 ton unit for \$16,794.96 and unit #10A, Library, is an 8.5 ton unit for \$20,615.29. 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 and/or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of  $\pm 10\%$ , \$3,700.00, of the construction amount for such circumstances.

## FINANICIAL IMPACT

Funding for this project will be provided from Account No. 19-2550-8250, facilities.

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Award of Contract\Civic Center Air Conditioners 2020.doc



**Loma Linda Heat and Air Conditioning Inc.**

PO Box 11609  
 San Bernardino, CA 92423  
 CEO Miles Volsch. License #825214

Date 1/20/2020  
 Phone(909) 792-1882  
 Fax (909) 307-1209

**PROPOSAL**

**Sales Rep**  
 Miles

**Proposal Submitted to:**

City of Loma Linda  
 25541 Barton Road  
 Loma Linda, CA 92354-2883

**Site Installation:**

City Hall & Library  
 25541 & 25581 Barton Rd  
 Loma Linda, CA 92354

**Customer Phone**

(909) 478-4270 ...

<b>Specifications &amp; Estimates</b>	<b>Total</b>
Unit #10A replacement. Install new packaged gas/electric model #YHC102FRLA260W. Title 24 compliant with economizer, return air dampers, relief valve & controls. Crane lifts, electrical connection, gas connection, control wiring, metal work & labor. Haul away & disposal old equipment. 8.5 Ton, R410A system  WARRANTY: 1 year on part & labor & 5 years on compressor.  NOTE: Special order, estimate 4 weeks delivery.	<b>20,615.29</b>

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

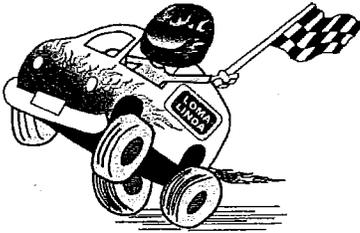
**NOTE: This proposal may be withdrawn if not accepted within 30 days.**

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. My signature below indicates that Loma Linda Heat & Air Conditioning is authorized to do the work as specified.

Signature \_\_\_\_\_  
 Signature \_\_\_\_\_

Date \_\_\_\_\_  
 Date \_\_\_\_\_



**Loma Linda Heat and Air Conditioning Inc.**

PO Box 11609  
 San Bernardino, CA 92423  
 CEO Miles Volsch. License #825214

Date 1/20/2020  
 Phone(909) 792-1882  
 Fax (909) 307-1209

**PROPOSAL**

**Sales Rep**  
 Miles

**Proposal Submitted to:**

**Site Installation:**

**Customer Phone**

City of Loma Linda  
 25541 Barton Road  
 Loma Linda, CA 92354-2883

City Hall & Library  
 25541 & 25581 Barton Rd  
 Loma Linda, CA 92354

(909) 478-4270 ...

<b>Specifications &amp; Estimates</b>	Total
Unit #9 (library) replacement. Install new American Standard packaged gas/electric to roof jack. Title 24 compliant with economizer, return air damper, relief valve & controls. Control wiring connection, electrical connection, gas connection, metal work, crane lifts & labor. Haul away & disposal of old equipment. 5 Ton, R410A system  WARRANTY: 1 year labor & parts & 5 years on compressor.  NOTE: Special order, estimate 4 weeks delivery.	<b>16,794.96</b>

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**NOTE: This proposal may be withdrawn if not accepted within 30 days.**

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. My signature below indicates that Loma Linda Heat & Air Conditioning is authorized to do the work as specified.

Signature _____	Date _____
Signature _____	Date _____



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

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

SUBJECT: Authorize Purchase of One (1) Ford F150 Vehicle.

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

## **RECOMMENDATION:**

It is recommended that City Council authorize a purchase order to Fairview Ford of San Bernardino for the purchase of one (1) Ford F150 vehicle for a total of \$27,481.77.

## **BACKGROUND:**

City staff constantly monitors, evaluates and analyzes the condition, depreciation and maintenance needs of the City fleet. The vehicle replacement program was included as part of the budget process. This is a replacement of a 2008 Ford F150, Water Distribution vehicle with over 100,000 miles.

## **ANALYSIS:**

Vehicle specifications were developed for the needs of the Public Works Department then bids from local vendors were solicited. Three (3) bids for the vehicle was obtained and compared. The lowest bidder, Fairview Ford of San Bernardino, provided the lowest bid for the vehicle, see attached summary. The City has checked this vendor and is satisfied with their service commitment and references.

## **FINANCIAL IMPACT:**

Funding is available in Account No. 65-7020-8210, \$27, 481.77, Water.

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Award of Contract\Purchase One F 150 Water Vehilcle 2020.docx

**City of Loma Linda**

Ford F150 Super Cab				Engineering Estimate		Fairview Ford		Raceway Ford		Grody Ford	
ITEM				UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Ford F150 Super Cab	LS	1	33,000.00	33,000.00	27,481.77	27,481.77	27,543.02	27,543.02	27,566.89	27,566.89
		TOTAL			\$33,000.00		\$27,481.77		\$27,543.02		\$27,566.89



# City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: Barbara Nicholson, City Clerk *BAN*  
VIA: T. Jarb Thaipejr, City Manager  
SUBJECT: Renewal of the Contract with the San Bernardino County Sheriff for implementation and operation of Identification Systems (CAL-ID) and authorize the City Manager to sign the agreement

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

Staff recommends that City Council approve renewal of the Contract with the San Bernardino County Sheriff for implementation and operation of Identification Systems and authorize the City Manager to sign the agreement.

### BACKGROUND

The CAL-ID Telecommunications Network was established in 1985 as a statewide system to transmit and access fingerprint data between local agencies and the California Department of Justice. San Bernardino CAL-ID was established soon after to utilize the state network and provide fingerprint services to San Bernardino Count and its municipalities. Budgeting and oversight of the San Bernardino CAL-ID is through the San Bernardino County Remote Access Network (RAN) Board. Composition of the RAN Board is determined by Penal Code Section 11112.4.

Member agencies of CAL-ID (also known as the San Bernardino Biometric Identification Network) not only receive fingerprint enrollment and searching services, they also receive additional identification services such as live scan, mobile ID, facial recognition, iris enrollment and DNA.

Each year, member agencies of San Bernardino CAL-ID/Biometric Identification Network are invoiced for their portion of the City Assessment Fees that help fund CAL-ID. Attached is a table of the most current estimates, along with the corresponding fees for each CAL-ID member agency. Member agencies are billed after July 1 by the San Bernardino County Sheriff's Department's Bureau of Administration.

### FINANCIAL IMPACT

Cost is based upon a per capita fee established by the RAN Board and multiplied by the most recent State of California Department of Finance Population Estimates; is billed annually as part of the Sheriff's Schedule A; and identified as a separate line item in the budget. Fiscal year 2019-2020 cost is \$28,256.28, with a projected 2020-2021 cost of \$28,715.30.

#### Attachments:

- Overview of CAL-ID
- Agreement
- Assessment Fee Table



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February 27, 2020

CAL-ID Member Agency:

I wanted to provide you with a brief overview of CAL-ID. We are committed to providing the finest and most efficient fingerprint and DNA identifications possible.

### **CAL-ID History**

In 1985, The California Department of Justice (DOJ), created a statewide fingerprint identification network known as CAL-ID. They divided the state into eight regions and each network utilized an Automated Fingerprint Identification System (AFIS) to provide fingerprint identification services to the law enforcement agencies in their jurisdiction. Each CAL-ID program is governed by a board of directors comprised of various figureheads from within each county.

At that time, Riverside and San Bernardino counties did not meet the population requirements by themselves to form their own CAL-ID networks. We joined to form a Regional CAL-ID Network and together work hand in hand with 52 participating agencies serving over 4,255,000 citizens across 27,300 square miles.

### **CAL-ID Funding Sources**

CAL-ID is not part of the Sheriff budget and does not receive any money from the General fund. CAL-ID is funded by the four revenue sources described below. The funds are Governed by the Remote Access Network Board (RAN) and audited every two years.

#### San Bernardino CAL-ID member-agency assessment fee:

- \$1.18 per capita based on population figures from the California Department of Finance.
- Money is used to pay for expenses at CAL-ID and the CAL-DNA unit. This money is only spent on Personnel and equipment.
- Estimated \$2.5 million per year.

#### Automated Fingerprint Identification Fund (SB 1148):

- SB 1148 allows local counties to collect \$0.50 for every \$10.00 assessed to criminals in the form of penalty assessments. The courts collect the penalty assessments upon conviction.
- Estimated \$40,000 per year.



Senate Bill 720 (DMV Registration fees):

- Allows local counties to collect a vehicle registration assessment fee to support CAL-ID programs (\$1 per vehicle or \$2 for commercial vehicles).
  - Funds can only be used for fixed or mobile fingerprint equipment or personnel.
- Now estimated at \$3.5 million per year.

Live Scan Fees:

San Bernardino CAL-ID receives \$2.00 for every applicant that is processed via CAL-ID from member agencies (\$4.00 for non-member agencies).  
Funds are used to help pay for expenses at CAL-ID.  
Estimated \$60,000 per year.

**Cost to operate CAL-ID**

Salaries and Benefits:

1	AUTOMATED SYSTEMS ANALYST	\$ 120,298.00
14	FINGERPRINT EXAMINER II	\$ 1,962,038.00
8	LATENT FINGERPRINT EXAMINER	\$ 843,017.00
3	OFFICE SPECIALIST	\$ 233,823.00
1	SECRETARY I	\$ 66,612.00
2	SUPERVISING FINGERPRINT EXAMINER	\$ 318,908.00
1	SYSTEMS SUPPORT ANALYST II	\$ 164,756.00
1	SHERIFF'S LIEUTENANT	\$ 275,538.00
9	CRIMINALIST II	\$ 1,445,373.00
1	CRIMINALIST III	\$ 160,400.00
1	OFFICE ASSISTANT IV	\$ 68,105.00
	<b>TOTAL</b>	<b>\$ 5,658,868.00</b>

Service and Supplies:

CAL-ID	\$ 620,480.00	
CAL-ID DNA	\$ 17,055.98	
Training and Travel	\$ 40,787.79	
Rent	\$ 210,154.94	
Fixed assets	\$ 50,000.00	
	<b>TOTAL</b>	<b>\$ 1,238,478.71</b>

CAL-ID also has one-time expenditures every 5-7 years to replace all the live scan machines throughout the county at a cost of \$2million dollars and the Automated Fingerprint Identification System at a cost of 4-5 Million dollars.



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## Services offered by CAL-ID

### Ten-Print

The Ten-Print Unit is responsible for doing fingerprint comparisons on every subject in custody and when positive identification is needed. They process all fingerprint cards that are sent through the AFIS, which include bookings, citations, registrants and applicants. They don't just confirm the identities on those subjects; they also manually confirm that all charges associated with a booking are accurate and will reflect accurately on the subject's criminal history. Once a subject's fingerprints are run through AFIS, this generates several returns from DOJ, the FBI and the Department of Homeland Security. The staff goes through each of these returns to manually update the subject's records in the Sheriff's Central Name Index with any updated or additional AKA's, driver's license numbers, CII/FBI numbers, etc.

The Ten-Print Unit also provides services to all local police departments, the Coroner's Division, the Probation Department, Homeland Security and the District Attorney's Office when these entities are attempting to identify, or confirm the identity, of a subject.

In addition to the above workload, the Ten-Print Unit spends approximately 8 hours per week manually processing AB 109 commitments. Once the responsibility of the state prisons receiving these inmates, the processing of these commitments now falls upon the counties housing them. These subjects must be re-fingerprinted at the jail and processed by CAL-ID staff to ensure their criminal histories are appropriately updated.

The Ten-Print unit continues to work closely with the Coroner's Division to identify all decedents in the county. An added benefit to working coroner cases is when decedents on probation or assigned to work-release have been updated in CNI as Deceased, thus preventing the issuance of warrants for violation of terms and alleviating supplemental work for Records, Work Release, Probation and the Courts.

Staff from Ten-Prints frequently testify in court, verifying previous convictions for three-strikes cases. They are commended regularly by deputy D.A.'s for their knowledge, professionalism and the overall quality of their testimony

### Latent Print Operations

The Latent Print Unit is responsible for the identification of latent prints developed at crime scenes throughout the county. Our staff examined over 7,355 latent lifts and photos of latents in 2019. They generated over 2,300 reports during the year and provided expert court testimony regarding their findings.

When known suspect information is provided, our examiners retrieve the prints on file for the subject and conduct manual comparisons. When the result is negative, or no known suspect information is available, they will conduct a search of our local Automated Fingerprint Identification System (AFIS). We have a shared database with Riverside County with a current count of just over 1.69 million records. We also have



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direct access to CAL-DOJ's AFIS, Las Vegas Metro PD, the Western Identification Network (9 western states) and the FBI's Next Generation Identification (NGI) system. Using very advanced algorithms, these systems search a latent print against a database of known fingerprints and provide examiners a list of possible candidates. The average search time for our local AFIS is minutes and usually less than one hour for the other systems. Once a list of candidates is returned, the latent print examiner can then do a side by side comparison to see if any prints in the candidate list are a match to the latent. Should a comparison result in identification, a second examiner will be assigned to review the case, conducting an independent comparison of the prints as well as a review of the case notes. Only after two independent examiners have reached the same conclusion is the result reported to the submitting agency.

#### Identity Verification

Identity Verification (IDV) is primarily used to identify arrestees entering a custody facility prior to being booked, and for verifying an inmate's identity prior to release. This eliminates booking errors and identification errors after booking, and ensures the correct inmate is being released. The benefit of IDV is that each intake transaction hits the same three databases (local AFIS, Cal-DOJ's AFIS & RISC) as mobile identification. The system mirrors the Mobile Identification platform, which streamlines user training.

The integration of IDV with the Jail Information Management System (JIMS) to pre-populate demographics from an arrestee's fingerprint has been placed on hold while other issues with mobile ID server performance are resolved.

A new type of fingerprint scanner was tested over the past year, with promising results. The new scanners work much better in bright light, capture a better-quality fingerprint image, and are reasonably priced. Both counties will be exploring the purchasing of these devices as replacements to our current devices.

#### Facial Recognition

The use of our Facial Recognition system continues to grow quickly. All images from both Riverside and San Bernardino are combined and regularly updated for the Facial Recognition database. CAL-ID also continues to network with both Los Angeles and San Diego Counties to access and search their booking photos, which allows for a much broader and comprehensive database to search against. The pose correction licenses installed at our Sheriff's crime analyst bureau and CAL-ID and are functioning properly. This past year we upgraded our facial Recognition software with Rank One's DaVinci. It has shown to be a great improvement to the overall positive returns on facial searches. CAL-ID staff continues to push forward on standardizing the facial recognition returns and training for our staff in order to stay ahead of potential future legal hurdles. This biometric is being used more and more and is so successful, that there are standardized workflow and identification techniques currently being developed by the FBI.



### Mobile Iris Pilot Project

Riverside and San Bernardino counties continue their participation with the FBI's iris pilot program to create a criminal repository of iris images. San Bernardino County successfully passed irises to the FBI and went "live," forwarding all fingerprints, palm prints, photographs and irises of persons booked into custody to the FBI on October 10, 2014. As of December 2018, both counties enrolled approximately 59,000 arrestees into the FBI's NGI system so far this year and have enrolled over 517,321 arrestees in total since iris collection first began.

### DNA

The Regional CAL-DNA project funds 11 of 20 total positions at the DNA Lab, located at the San Bernardino County Sheriff's Department's Crime Lab. Those 11 positions consist of one Criminalist III (DNA Administrative Lead position), nine Criminalist II DNA analyst positions and an Office Assistant IV.

AB 41 was enacted January 1, 2018, which required law enforcement agencies to enter information regarding submitted sex kits into a state database (SAFE-T), designed to collect and report statistics on the number of sexual assault kits collected and analyzed in California.

DNA cases completed Fiscal Year 18/19

Total: 689

Scientific Investigations Proficiency Tests: 19

San Bernardino Sheriff's Dept: 408

San Bernardino PD's and other SB Agencies: 199

Riverside Agencies: 63

In fiscal year 18/19 we entered 494 DNA profiles into the Combined DNA Index System (CODIS) and obtained 481 cold hit notifications.

At the end of fiscal year 18/19, our DNA backlog was 450. The backlog is 79% property crimes, 12% major crimes and 9% sexual offenses.

Fiscal Year 18/19 Requests for DNA analysis

Total: 976

San Bernardino Sheriff's Dept: 579

San Bernardino PD's and other SB Agencies: 339

Riverside Agencies: 58

Sincerely

Scott Landen, Lieutenant

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

\_\_\_\_\_

SAP Number

N/A

\_\_\_\_\_

### Sheriff/Coroner/Public Administrator

Department Contract Representative  
Telephone Number

John Ades, Captain  
\_\_\_\_\_  
(909) 387-0640  
\_\_\_\_\_

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Loma Linda  
\_\_\_\_\_  
Jarb Thaipejr, City Manager  
\_\_\_\_\_  
909-799-2811  
\_\_\_\_\_  
July 1, 2020 to June 30, 2030  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, a region encompassing the areas of the Counties of Riverside and San Bernardino (county service area) has been formed for implementation and operation of Identification Systems; and

**WHEREAS**, the costs of the Regional System will be allocated to the users within the aforesaid Counties based upon an agreed percentage for the San Bernardino County area and for the Riverside County area; and

**WHEREAS**, there will be costs for implementation, operation, and maintenance of a local subsystem within San Bernardino County (hereinafter referred to as COUNTY); and

**WHEREAS, in accordance with California Penal Code Section 11112.4**, a local Remote Access Network (RAN) Board has been established for the area of San Bernardino County comprised of the following members: A member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the CAL-ID Member City having the largest number of sworn personnel, a Chief of Police selected by all other police chiefs within the County, a mayor selected by the City selection committee established pursuant to Government Code Section 50270 and a member-at-large chosen by the other members; and

**WHEREAS**, the County of San Bernardino and CITY desire to enter into an agreement for the implementation and operation of all Biometric Identification Systems and DNA Services for the benefits of the citizens of their jurisdictions;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

**I. SCOPE OF WORK**

- A. CITY agrees to be users of the Identification Systems and DNA Services established for the county service areas. CITY's use of the system under this agreement shall be through the local subsystems for the San Bernardino County area.
- B. The Regional RAN Board shall approve procedures and policies for operation and use of the Regional Identification Systems. The local RAN Board shall approve such policies and procedures for the local subsystems for the San Bernardino County area. The Sheriff of the COUNTY shall be responsible for managing and operating the local subsystems within the COUNTY consistent with directions of the local RAN Board. All such procedures and policies shall be consistent with the technical requirements of the Regional Systems.
- C. The Sheriff's Department shall invoice, and the CITY agrees to pay, annual fees charged for participation in these Identification Systems based upon a per capita fee established by the RAN Board and multiplied by the most recent State of California Department of Finance Population Estimates.
- D. CITY shall pay to the Sheriff's Department of COUNTY within thirty (30) days of entering into this agreement its fees assessed under this agreement. CITY shall pay its annual fee by August 1<sup>st</sup> or fifteen (15) days after approval of CITY's budget, whichever is later. Payments under this agreement shall be placed in an interest bearing trust account and the interest earned on such funds shall be applied for expenses of the Identification Systems. Any revenue generated in excess of expenses will be retained to fund equipment replacement, upgrade and expansion, and personnel costs.
- E. Any amendments to this agreement shall be in writing and approved by the parties before becoming effective.

**II. TERM AND TERMINATION**

- A. The term of this agreement shall commence upon execution by both parties and shall continue through June 30, 2030. Either party may terminate this agreement by giving notice of termination to the other party on or before July 1 of any year to terminate this agreement as of the subsequent July 1. Any nonmember party that would like to utilize the Identification System must notify and be approved by the local RAN Board before July 1 of any year to enter this agreement as of the subsequent July 1.

**III. NOTICES**

- A. All notices required to be given under this agreement shall be delivered to the other parties by registered or certified mail, postage prepaid to the City Clerk or San Bernardino County Sheriff as applicable. The addresses of the parties hereto, until further notice, are as follows:

**CONTRACTOR:** Loma Linda  
Jarb Thaipejr, City Manager  
25541 Barton Road  
Loma Linda, CA 92354

**COUNTY:** San Bernardino County Sheriff's Department  
Bureau of Administration/Contracts Unit  
655 E. Third Street  
San Bernardino, CA 92415-0061

#### IV. GENERAL TERMS AND CONDITIONS

- A. Following approval of the budget for the local subsystems for the San Bernardino County area, COUNTY's Sheriff shall fiscally manage the funds and expenditures of the Identification Systems and establish a separately identifiable account for fees assessed pursuant to the terms of this agreement.
- B. Any user of the systems which is allowed to enter into program participation may be required to pay its fair share of the start-up, implementation, and equipment costs prior to participation in the Systems. Any such new users may be subject to additional assessments as recommended by the local RAN Board.
- C. Each user of the Identification Systems within the San Bernardino County area shall be required to be a party to an agreement with the COUNTY setting forth obligations and responsibilities of users so that all such users are treated consistently and fees are charged to all users based on their percentage of the population of all users within the San Bernardino County area of the Regional Systems.
- D. Any disputes over charges under this agreement will be resolved by the local RAN Board for the San Bernardino County area consistent with the terms of this agreement.

#### V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION.** CITY agrees to indemnify and hold harmless SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of CITY in connection with this agreement.

The SAN BERNARDINO COUNTY agrees to indemnify and hold harmless CITY, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers in connection with this agreement.

In the event that SAN BERNARDINO COUNTY and/or CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the contract, SAN BERNARDINO COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.

- B. **INSURANCE.** Both CITY and COUNTY are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CITY and COUNTY warrant that through their program of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CITY and COUNTY's performance pursuant to this agreement.

#### VI. FULL UNDERSTANDING

- A. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this contract supersedes Contract Number 90-1318 and all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

COUNTY OF SAN BERNARDINO

▶  
Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ▶ \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_ Jarb Thaipejr  
(Print or type name of person signing contract)

Title \_\_\_\_\_ City Manager  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_ 25541 Barton Road  
Loma Linda, CA 92354

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ \_\_\_\_\_  
Richard D. Luczak, Deputy County Counsel

Date \_\_\_\_\_ 3/3/2020

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_  
John Ades, Captain

Date \_\_\_\_\_ 3/3/2020



**SAN BERNARDINO COUNTY CAL-ID  
ASSESSMENT FEE TABLE  
FY 2020-2021**

City Name	Total Population <sup>1</sup>		Percent Change	19/20 Assessment Fee (at \$1.18 per capita <sup>2</sup> )	20/21 Assessment Fee (at \$1.18 per capita <sup>3</sup> )
	1/1/2018	1/1/2019			
Adelanto	35,293	35,136	-0.1	\$41,645.74	\$41,460.48
Apple Valley	73,984	73,464	0.8	\$87,301.12	\$86,687.52
Barstow	24,411	24,150	0.3	\$28,804.98	\$28,497.00
Big Bear Lake	5,512	5,461	0.6	\$6,504.16	\$6,443.98
Chino	86,757	89,829	2.6	\$102,373.26	\$105,998.22
Chino Hills	83,159	84,364	1.2	\$98,127.62	\$99,549.52
Colton	53,724	54,391	0.6	\$63,394.32	\$64,181.38
Fontana	212,000	212,078	1.3	\$250,160.00	\$250,252.04
Grand Terrace	12,524	12,654	0.7	\$14,778.32	\$14,931.72
Hesperia	94,829	96,362	1.3	\$111,898.22	\$113,707.16
Highland	54,761	55,778	0.8	\$64,617.98	\$65,818.04
Loma Linda	23,946	24,335	1.4	\$28,256.28	\$28,715.30
Montclair	39,326	39,563	0.9	\$46,404.68	\$46,684.34
Needles	5,177	5,085	0.4	\$6,108.86	\$6,000.30
Ontario	177,589	178,268	2.3	\$209,555.02	\$210,356.24
Rancho Cucamonga	176,671	179,412	0.4	\$208,471.78	\$211,706.16
Redlands	71,196	71,839	0.6	\$84,011.28	\$84,770.02
Rialto	107,041	107,271	0.6	\$126,308.38	\$126,579.78
San Bernardino	221,130	219,233	0.1	\$260,933.40	\$258,694.94
Twentynine Palms	27,046	28,958	6.3	\$31,914.28	\$34,170.44
Upland	77,017	78,481	0.6	\$90,880.06	\$92,607.58
Victorville	123,701	126,543	0.6	\$145,967.18	\$149,320.74
Yucaipa	54,651	54,844	1.0	\$64,488.18	\$64,715.92
Yucca Valley	21,834	22,050	0.7	\$25,764.12	\$26,019.00
Balance of County	311,659	312,654	0.5	\$367,757.62	\$368,931.72
<b>TOTALS:</b>	2,160,256	2,192,203	1.0	\$2,566,426.84	\$2,586,799.54

<sup>1</sup> - Population statistics received from the California Department of Finance, E-1 Population Estimates for Cities, Counties, and the State — January 1, 2018 and 2019, dated May 1, 2019

<sup>2</sup> - Based on Population statistics from previous year's E-1 Estimates, dated May 2, 2018

<sup>3</sup> - Based on current population as indicated



# City of Loma Linda Official Report

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

## CITY COUNCIL MEETING OF MARCH 10, 2020

**TO:** City Council  
**VIA:** T. Jarb Thaipejr, City Manager  
**FROM:** Konrad Bolowich, Assistant City Manager

Approved / Continued / Denied  
By City Council  
Date: \_\_\_\_\_

**SUBJECT:** Request for approval of an Agreement for Professional Services between the City and Lilburn Corporation for contract planning services, including the preparation of an environmental initial study associated technical studies, staff report, and conditions for the development of the Courtyard Marriot Hotel, a 4-story, 71,642.82 sqft hotel with 125 guest rooms and other amenities. Project is located at 10372 Richardson St on a vacant, infill 1.42 acre site, within the East Valley Corridor Specific Plan's General Commercial Zone and Commercial Land Use Designation.

### RECOMMENDATION

Staff recommends the City Council take the following actions:

1. Approve the Agreement for Lilburn Corporation to prepare the project documents and environmental analysis, including associated technical studies, staff report, and conditions for the development of Courtyard Marriot Hotel, and;
2. Approve the use of funds to be deposited in the amount of \$30,850 as a pass through fee, plus a 10% contingency fee of \$3,085 for a total of \$33,935 to be paid for by the applicant to cover the costs of contract planning services, environmental analysis, and associated technical studies.

### SUMMARY AND BACKGROUND

On January 23, 2020 planning staff sent out a Request for Proposal to provide contract planning services for the following applications in association with the Courtyard Marriot Hotel: Conditional Use Permit (CUP) Application No. P19-218.

Staff sent out proposals to numerous consultants. Staff received four proposals and rated each one on their scope of work, time of completion, experience with similar projects, and cost estimates. Based on these factors, Lilburn Corporation was selected.

### FINANCIAL IMPACT

The proposed Agreement will not result in any financial impacts to the City. The associated costs (\$30,850) will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

### ATTACHMENTS

- A. Agreement for Consultant Services (with enclosed exhibits)

**CITY OF LOMA LINDA**

**AGREEMENT FOR CONSULTANT SERVICES**

**COURTYARD MARRIOTT HOTEL**

THIS AGREEMENT is made and effective as of March 10, 2020 between the City of Loma Linda, a municipal corporation ("City") and Lilburn Corporation, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 10, 2020 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than March 10, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **\$30,850** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to

Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed **\$33,935**. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law. Said obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above even if the Indemnified Parties are actively negligent, except that it shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnified Parties. The Consultant's obligation to defend the Indemnified

Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve the Consultant from liability under this section.

## 10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### (a) **Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with

a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

- (4) **Professional Liability:** Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) **Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

**Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

**Additional Insured:** The City, its elected official, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

**Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**(c) Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

**(d) Waiver of Subrogation**

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**(e) Evidence of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**(f) Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

**(g) Contractual Liability/Insurance Obligations**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that

the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

**(h) Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**(i) Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

**(j) Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

**(k) Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant.

However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

#### 16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City Clerk  
City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

To Consultant: Lilburn Corporation  
1905 Business Center Drive  
San Bernardino, CA 92408

#### 17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Natalie Patty/Project Manager and/or Cheryl A. Tubbs, Vice President and Principal-in-Charge (responsible employees) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

#### 18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of City's Request for Proposal, Exhibit "B" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF LOMA LINDA**

**CONSULTANT(S)**

By: \_\_\_\_\_  
City Manager or Designee

By: \_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
(Title)

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

EXHIBIT A  
CONSULTANT'S PROPOSAL  
  
**PROPOSAL TO PROVIDE  
CONSULTANT SERVICES  
FOR THE  
LOMA LINDA COURTYARD MARRIOTT HOTEL**

*Submitted to:*



**City of Loma Linda**  
Ms. Lorena Matarrita, Associate Planner  
Community Development Department  
25541 Barton Road  
Loma Linda, CA 92354

*Submitted by:*

**LILBURN**  
CORPORATION

1905 Business Center Drive  
San Bernardino, CA 92408

**February 25, 2020**

February 25, 2020

Ms. Lorena Matarrita  
City of Loma Linda  
Community Development Department  
25541 Barton Road  
Loma Linda, CA 92354

**SUBJECT: Proposal to Serve as Project Planner for an Initial Study/MND, Staff Report, and Conditions of Approval for the Loma Linda Marriot Courtyard Hotel (CUP No. P19-218)**

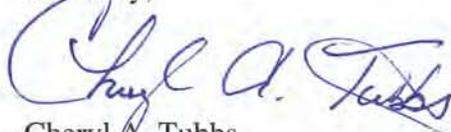
Dear Lorena:

Lilburn Corporation is pleased to submit the enclosed hard and thumb drive copies of our proposal to assist the City of Loma Linda by providing environmental consulting and project planning services in the processing of a Conditional Use Permit Application and Specific Plan Amendment for the proposed Loma Linda Marriot Courtyard Hotel at Redlands Boulevard and Richardson Street (10354 Richardson Street). Lilburn Corporation's Scope of Work includes subcontracting to firms for traffic and cultural resources studies; and for our firm to serve as project planner by preparing AB52 letters and staff reports; a CEQA Initial Study, and the staff report and exhibits for the Planning Commission.

This proposal addresses Lilburn Corporation's proposed Scope of Work, Schedule, and Cost to prepare an Initial Study/Mitigated Negative Declaration and Staff Report to assist the City with steps necessary to take the project to Planning Commission and City Council. The Applicant has submitted a Photometric Study that will be reviewed by Lilburn to determine the adequacy for use in the California Environmental Quality Act (CEQA) document.

Lilburn Corporation has been providing CEQA compliance services since the 1980's. We have an established working relationship with City of Loma Linda staff and have provided project planning and/or completed CEQA documents for several projects in the City including the Holiday Inn Express and the TownePlace Suites by Marriot located adjacent to the proposed development. We are available to begin work upon receipt of your authorization. Please let me know if you have any questions or need additional clarification regarding our proposed scope of services, cost, or schedule.

Sincerely,



Cheryl A. Tubbs  
Vice President

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**PROPOSAL FOR CONSULTANT SERVICES  
LOMA LINDA MARRIOTT COURTYARD HOTEL**

*Statement of Qualifications*

**LILBURN  
CORPORATION**

Lilburn Corporation was incorporated in California as a full C Corporation in July 1989. The office is located at 1905 Business Center Drive, San Bernardino, California, 92408 and the telephone is (909) 890-1818. Lilburn Corporation has completed environmental assessment projects for private and public entities throughout the Inland Empire since 1989. Our work includes the permitting of land development projects including public works projects, judicial system facilities, health care facilities, educational facilities, transportation projects, parks and recreational facilities, telecommunication facilities, and residential, commercial, and industrial developments.

The majority of the permitting activity we perform is to review and evaluate projects' compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). We have conducted Endangered Species Act (ESA) consultations, prepared regulatory Permit (1600, 404, and 401) Applications, monitored for biological resources, prepared revegetation and native plant relocation plans, prepared visual simulations for visual resource assessments, and performed air quality and health risk assessments. Lilburn Corporation staff are also experienced in providing City Planning services and providing presentations to appointed and elected officials for project approval considerations.

Since incorporation in 1989 Lilburn Corporation has worked for various public agencies in the acquisition of permits associated with land use entitlements for land development projects. A list of selected public agency clients for whom we have completed projects is shown below in Table 1:

**Table 1  
Lilburn Corporation's  
Selected Public Agency Clients**

City of Loma Linda	City of Colton
City of Azusa	City of Rancho Cucamonga
City of Beaumont	City of Rialto
County of LA Sanitation Districts	City of Victorville
City of Ontario	Town of Yucca Valley
City of Big Bear Lake	Riverside County - Economic Development Agency - Flood Control & Water Conservation District
Copper Mountain College	City of San Bernardino
CSUSB	- Economic Development Agency

**PROPOSAL FOR CONSULTANT SERVICES  
LOMA LINDA MARRIOT COURTYARD HOTEL**

City of Corona	- Planning Department
East Valley Water District	- Public Works
City of Hesperia	- Municipal Water Department
City of Grand Terrace	San Bernardino County
City of Lake Elsinore	- Economic & Community Development
Town of Apple Valley	- Public Works
Idyllwild Water District	- Land Use Services
Imperial County	- Regional Parks
Inyo County	- Real Estate Services Department
Monterrey County	- Redevelopment Agency
Joshua Basin Water District	- Special Districts
	- Solid Waste Management Division

We maintain close contacts with representatives of federal, State, and local agencies and groups that may be responsible agencies or interested parties. Our project history and our relationships with these agencies and organizations allows for the permitting process to be straight forward, meet agency needs, and meet anticipated schedules. When necessary, Lilburn Corporation teams with a number of firms to provide expertise in specific areas required for completing NEPA and CEQA documents, including: cultural resources investigations, biological resources assessments, noise studies, and traffic impact analyses.

Lilburn Corporation has over 30 years of experience in reviewing projects for compliance with CEQA and NEPA requirements. We prepare the appropriate documentation required including all necessary documents and notices. We have reviewed all types of land development projects including major projects with high levels of public controversy such as mines, landfills, and detention facilities. We are expert in preparing legally-defensible responses to public comments and Final CEQA/NEPA documents for Lead Agencies to make project approval decisions. Lilburn Corporation's experience in CEQA and NEPA compliance includes management/coordination of the public review process including conducting public scoping meetings, and presenting project findings to Lead Agency planning commissions, councils, and governing boards.

***Project Team***

Lilburn Corporation maintains one office in San Bernardino, California. Lilburn Corporation has assisted in the permitting of more than 2,500 projects in the counties of Riverside and San Bernardino, since 1989. Six of our key staff have been employed by Lilburn Corporation for over 15 years.

All key Lilburn Corporation personnel have been responsible for preparing environmental documents including Categorical Exemptions, Feasibility Studies, Fatal Flaw Analyses, Initial Studies, Environmental Assessments, Environmental Impact Reports, and Environmental Impact

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Statements. Additionally, we are experienced in mitigation monitoring planning and compliance, Phase I Site Assessments, and the preparation of visual simulations for proposed projects.

Lilburn Corporation staff size currently totals eleven employees. All personnel are involved in the preparation and production of environmental analyses and land use permitting documents. Most staff members have expertise in several different areas and are able to serve as key staff or project managers. Each CEQA or NEPA document requires specific staffing plans that may range from two to five staff. The majority of CEQA Initial Studies we prepare are managed by senior management and/or principals of the firm and completed by a team of two to four analysts.

We team with subconsulting firms that have the specialized expertise required for specific projects and that have a proven track record of providing work products on-time and within budget. Lilburn Corporation ensures that the Client's needs are met with the assignment of subconsultants having the appropriate expertise and ability to commit to schedules. For the Loma Linda Marriot Courtyard Project we will be teaming with Urban Crossroads for traffic analysis.

**Summary of Staff Qualifications**

A summary of Lilburn Corporation's staff education and experience is shown in Table 2. The Project Team organization for the Loma Linda Marriot Courtyard is shown in Figure 1. The Principal-in-Charge will be Cheryl A. Tubbs and the Project Manager will be Natalie P. Patty; both will be the primary staff responsible for the CEQA document and notice preparation, and the staff report. Brief resumes follow for Lilburn Corporation's key project team members with the appropriate experience and knowledge related to environmental issues associated with mixed use as well as medical projects. A brief description of the subconsulting firms on our team follows as well as their key employees' resumes.

**Table 2  
Summary of Lilburn Corporation Staff Experience**

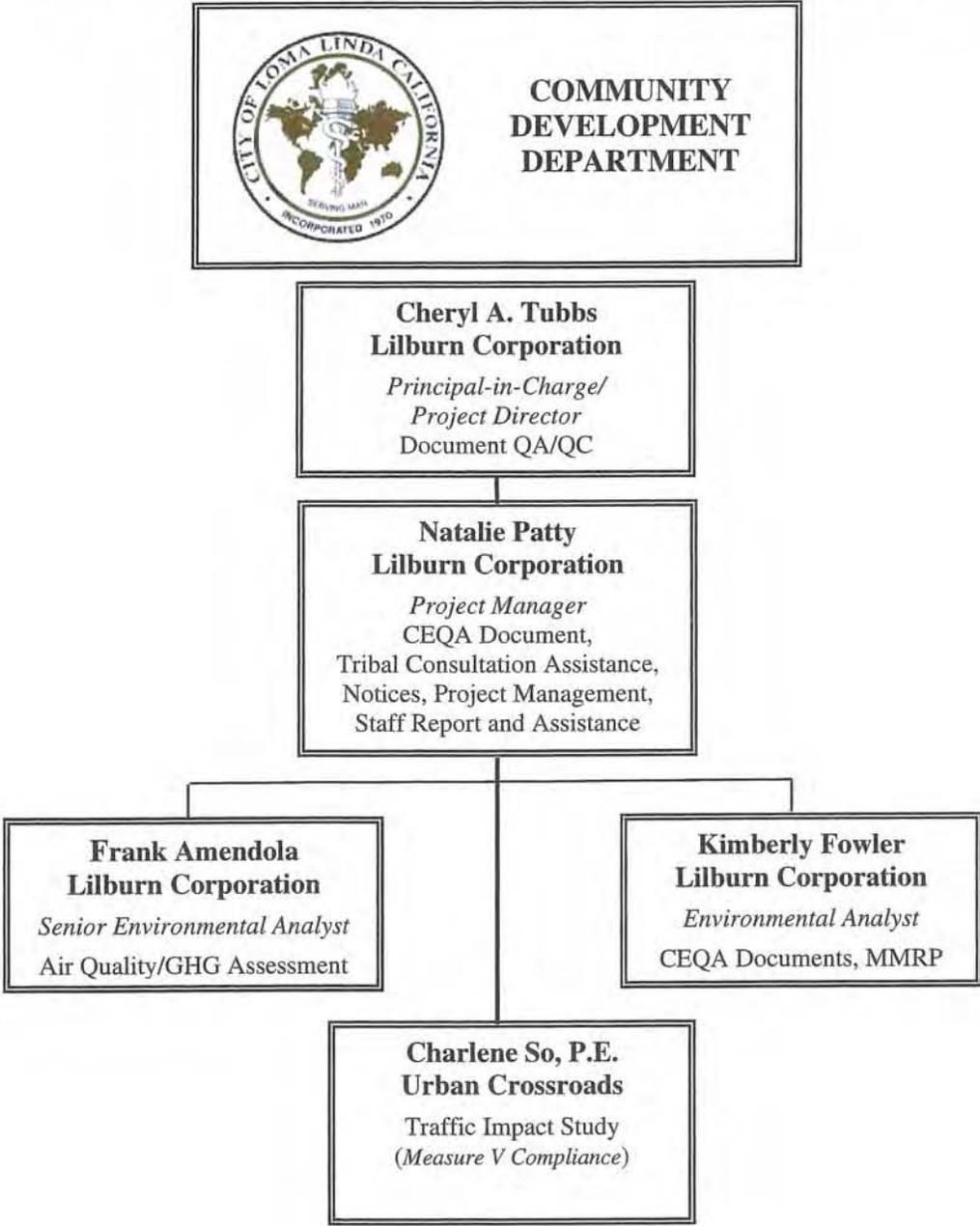
Name	Title	Education	Type of Work Performed
<i>Martin Derus</i>	President	B.S. Meteorology, 1975	EIRs, EISs, Air Quality/Greenhouse Gas Assessments, Mine Planning and Permitting
<i>Cheryl Tubbs</i>	Vice-President	M.B.A. Operations Management 1987, B.A. Geography 1977	Contract Administration, Project Management, EIRs, EISs, Initial Studies, EAs, Water Supply Assessments

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<b>Name</b>	<b>Title</b>	<b>Education</b>	<b>Type of Work Performed</b>
<i>Steven Kupferman, PG, CEG, HG</i>	Principal Geologist	B.A. Geology 1972	Mineral Resources Assessments, Mine Plans and Reclamation, Engineering Geology, Hydrogeology, BLM Land Use Permitting, EISs and EAs
<i>Natalie Patty</i>	Project Manager	B.S. Environmental Science 1996	EIRs, Initial Studies, NEPA Documents, Solid Waste Permitting, and Plan Checking
<i>Frank Amendola</i>	Project Manager	M.B.A. Business Management 2007, B.S. Environmental Health Science, 2002	EIRs, Initial Studies, Phase I Site Assessments, Air Quality/Greenhouse Gas Assessments, Mine Permit Compliance
<i>Troy Goodwalt</i>	CAD Designer	A.A. 1986	Graphic Design & Illustration, 3-D Modeling, Visual Simulation, Volume Calculations
<i>Kevin Garcia</i>	Associate Geologist	B.S. Geological Sciences, 2013	Geology and Hydrogeology Studies, CEQA Initial Studies, Mine Financial Assurances, Phase I ESAs
<i>Kimberly Fowler</i>	Environmental Analyst	B.A., Environmental Studies & GIS Certification, 2017	EIRs, Initial Studies, Demographic Analysis, & Document Graphics
<i>Giang Ngo</i>	Environmental Analyst	B.A., Environmental Studies & GIS Certification, 2017	EIRs, Initial Studies, Air Quality/Greenhouse Gas Assessments and Energy Assessments
<i>Trisha Daluro</i>	Environmental Analyst	B.S., Environmental Science, 2019	EIRs, Initial Studies

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**Figure 1  
Project Team Organization and Responsibilities  
Loma Linda Marriott Courtyard Hotel  
RFP For Preparation of Initial Study/MND and Staff Report Preparation**



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*Resumes*



*Strategic Planning & Environmental Services*

**Cheryl A. Tubbs**  
**Principal-in-Charge/Project Manager**

**Professional Experience Summary:**

Ms. Tubbs has over 40 years of professional experience in environmental and water resources planning, and public administration experience. She has provided consulting services in water resources management and environmental planning to public and private agencies; and has served as Assistant General Manager of the City of San Bernardino Water Department and Deputy Manager of Western Municipal Water District.

Ms. Tubbs' project experience includes the preparation and management of Environmental Impact Reports and Assessments in compliance with both CEQA and NEPA; land use feasibility studies; regional wastewater treatment facility plans; groundwater and surface water supply studies; transportation projects; solid waste and public facilities plans; urban water management and conservation plans; and public information/public participation programs.

She has served as Principal-in-Charge or Project Director for the following relevant projects:

- Initial Study for Holiday Inn Express at Redlands Blvd., Loma Linda
- Initial Study for TownePlace Suites by Marriott, Loma Linda
- Initial Study for California Heart & Surgical Hospital, Loma Linda
- Initial Study for Loma Linda East Campus Expansion, Loma Linda
- Initial Study for Linda Valley Care Center Expansion, Loma Linda
- Initial Study for LLUMC Heart & Surgical Expansion, Loma Linda
- Initial Study for LLUMC West Hall Parking Structure, Loma Linda
- Initial Study for Ronald McDonald House Expansion, Loma Linda
- Initial Study for Fresh & Easy Store, Loma Linda
- Initial Study for Barton Road Townhomes, Loma Linda;
- Initial Study for Stewart Street Grade Separation, Loma Linda
- EIR for LLUMC Campus Master Plan, Loma Linda

**Education:**

M.B.A., Operations Management, California State University, San Bernardino, 1987

B.A., Geography, California State University, San Bernardino, 1977

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*Strategic Planning & Environmental Services*

**Natalie Patty  
Project Manager**

**Professional Experience Summary:**

Ms. Patty is a Project Manager/Senior Environmental Analyst/Planner with 23 years of professional experience including CEQA compliance and City planning. She has completed Initial Studies and been assigned as Project Manager for Environmental Impact Reports for numerous public and private projects. Her responsibilities include assisting staff with data collection in the field and by contacts with clients and agencies; performing analysis of data and preparing written reports. She prepares and presents staff reports with findings of CEQA analysis to elected and appointed bodies.

**Relevant Experience:**

Ms. Patty has assisted in the preparation of, or managed the following selected environmental documents:

- Initial Study for Holiday Inn Express at Redlands Blvd., Loma Linda
- Initial Study for TownePlace Suites by Marriott, Loma Linda
- Initial Study for Holiday Inn Express, San Bernardino
- Initial Study for Ronald McDonald House Expansion, Loma Linda
- Initial Study for Barton Road Townhomes, Loma Linda
- Initial Study for LLUMC Rehabilitation Pavilion, Loma Linda
- Initial Study for LLUMC Ambulatory Care Center and Parking Structure, Loma Linda
- Initial Study for Stewart Street Grade Separation, Loma Linda
- Initial Study for Linda Valley Care Center Expansion, Loma Linda
- Initial Study for California Heart & Surgical Hospital, Loma Linda
- Initial Study for Fresh & Easy Store, Loma Linda
- Initial Study for CSUSB Student Housing, San Bernardino
- Initial Study for CSUSB Parking Lot N, San Bernardino
- Initial Study for South Hills Annexation, Loma Linda
- Initial Study for LLUMC Heart & Surgical Expansion, Loma Linda
- EIR for LLUMC Campus Master Plan, Loma Linda

Ms. Patty has also served as a contract planner for the Town of Apple Valley, and cities of Loma Linda, Big Bear Lake, and Rancho Cucamonga, preparing project application reviews and Initial Studies.

**Education:**

B.S., Environmental Science, University of California, Riverside, 1996.

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*Strategic Planning & Environmental Services*

**Frank Amendola**  
**Project Manager/Senior Environmental Analyst**

**Professional Experience Summary:**

Mr. Amendola is an Environmental Analyst with 17 years of professional experience in environmental compliance. He has experience in the preparation of NEPA and CEQA documents and has assisted in the preparation of several Initial Studies, Environmental Assessments, and Environmental Impact Reports. Mr. Amendola also assists in the preparation of Mine Reclamation Plan and performs annual mine inspections and reporting. He is responsible for preparation of Air Quality/Greenhouse Gas and Energy Assessments for CEQA compliance. As a Project Manager/Senior Environmental Analyst, he responsible to clients for accurate include data collection, performing analysis of data, and preparing written reports.

**Relevant Experience:**

Mr. Amendola has conducted Air Quality and Greenhouse Gas Assessments and assisted in the preparation of CEQA and NEPA documents including:

- Air Quality Assessment for LLUMC Ambulatory Care Center, Loma Linda
- Air Quality/Greenhouse Gas Assessment for Holiday Inn Express on Redlands Blvd., Loma Linda
- Air Quality/Greenhouse Gas Assessment LLUAHSC West Hall Parking Structure, Loma Linda
- Air Quality/Greenhouse Gas Assessment for TTM 18733, Yucca Valley
- Air Quality Assessment for Fresh & Easy Store, Loma Linda
- Air Quality Assessment for Holiday Inn Express at Highland Avenue, San Bernardino
- Air Quality Assessment for Stewart Street Grade Separation Initial Study, Loma Linda
- Air Quality Assessment for J. Torkan Highland Commercial Project, San Bernardino
- Air Quality Assessment for Ontario Gateway Specific Plan EIR, City of Ontario
- Air Quality Assessment for Parkridge Business Center Office, Corona
- Air Quality/Greenhouse Gas Assessment LLUMC Master Plan EIR, Loma Linda

Mr. Amendola has also served as a contract planner for the City of Rancho Cucamonga and the Town of Apple Valley, preparing several project application reviews and Initial Studies.

**Education:**

M.B.A., Business Management, California Baptist University, 2007

B.S., Environmental Health Science, California State University San Bernardino, 2002

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*Strategic Planning & Environmental Services*

**Kimberly Fowler  
Environmental Analyst**

**Professional Experience Summary:**

Ms. Fowler is an Environmental Analyst with professional experience since 2017 in environmental compliance. She assists in the preparation of Initial Studies, Environmental Assessments, and Environmental Impact Reports (EIR) for a variety of proposed developments including public facilities, mining operations, commercial and industrial projects, and residential developments. Her responsibilities include data collection in the field and by contacts with clients and agencies, performing analysis of data and preparing written reports.

**Relevant Experience:**

Ms. Fowler has assisted in the preparation of CEQA and NEPA documents including:

- Initial Study for Grape Hill Telecommunications Tower, Corona
- Initial Study for 76 Gas Station, Convenience Store, Car Wash, Lake Arrowhead
- Initial Study for Beyond Convenience Store, Gas Station, Car Wash, Rialto
- Initial Study for Cedar Villas Residential Subdivision, Rialto
- Initial Study for Santa Ana River Trail Phase IV Reach A, County of San Bernardino
- Initial Study for Pacific Coast Transport and Refrigeration, San Bernardino
- Initial Study for Kuri Self-Storage, San Bernardino County.
- Supplemental EIS for U.S. Gypsum Plaster City Quarry and Plant Expansion, Imperial County

**EDUCATION**

- ❑ B.A., Environmental Studies/Geography Minor, California State University San Bernardino, 2017
- ❑ GIS Certification, CSUSB, 2017

**ASSOCIATIONS AND CERTIFICATIONS**

- ❑ Member, Associates of Environmental Professionals
- ❑ AEP CEQA Essentials Workshop 2019

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**Summary of Subconsulting Firm**

Urban Crossroads, Inc. was founded in 2000 and is a California “S” Corporation, certified Small Business and a leading provider of traffic, air and noise consulting services. They serve both public and private sector clients to provide forecasting, analysis and design for all modes of transportation. Urban Crossroads provides a full range of traffic services that include traffic impact analysis, traffic engineering, travel demand modeling, simulations and many other traffic related services. Urban Crossroads provides traffic impact analysis services to support the environmental review process and CEQA requirements. In addition, Urban Crossroads provides a full range of traffic engineering design capabilities including traffic signal design, signal warrant studies, roundabout design, signing and striping, and traffic control plans for the maintenance and protection of traffic. Urban Crossroads, Inc. maintains in-house traffic modeling expertise and has actively developed, maintained and runs a variety of locally recognized traffic forecasting models. Ms. Charlene So, P.E., will be Urban Crossroads assigned traffic engineer. She has worked in transportation planning and traffic engineering since 2002. Since earning her Bachelor of Science degree in Civil Engineering from the University of California, Irvine, she has developed a wide range of expertise in transportation planning, transportation modeling, neighborhood traffic control, and traffic impact analysis. She is a Registered Professional Traffic Engineer in the State of California. Lilburn Corporation has been working with Urban Crossroads since 2000.

## BACKGROUND

Charlene So P.E., has worked in transportation planning and traffic engineering since 2002. Since earning her Bachelor of Science degree in Civil Engineering from the University of California, Irvine, Charlene So has developed a wide range of expertise in transportation planning and traffic impact analyses. She is a registered professional traffic engineer in the State of California. Ms. So is an experienced transportation analyst and is familiar with the analysis techniques of the most current Highway Capacity Manual. She is proficient in the use of unique software tools such as SYNCHRO, SimTraffic, VISSIM, VISTRO, and HCS.

## EDUCATION

**B.S. – Civil Engineering**  
University of California, Irvine • 2004

## AFFILIATIONS

**PE** Registered Professional Traffic Engineer – TR 2414  
• 2006

## SELECTED PROJECT EXPERIENCE

### California Eye Care

City of Loma Linda • October 2019

### Redlands Heritage Park

City of Redlands • December 2014

### Sierra Lakes Commerce Center

City of Fontana • October 2015

### Riverside County Housing Element

County of Riverside • November 2015

### Toscana Specific Plan (TTM No. 36826)

County of Riverside • February 2016

### Moreno Valley Logistics Center

City of Moreno Valley • March 2016

### Kimball Business Park

City of Chino • April 2016

### Fontana South Walmart

City of Fontana • May 2016

### Fontana North Walmart

City of Fontana • July 2016

### Redlands Crossing

City of Redlands • June 2016

### Roquet Ranch Specific Plan

City of Colton • November 2016

### Rancho Mirage General Plan Update

City of Rancho Mirage • March 2017

### Gateway South Warehouse, Building 4

City of San Bernardino • April 2017

### Central and Tippecanoe Fuel Center

City of San Bernardino • October 2018

### Fairfield Inn & Suites

City of Livermore • September 2019

### Moreno Valley Logistics Center

City of Moreno Valley • March 2016

### Kimball Business Park

City of Chino • April 2016

### Vantage Point Church

City of Eastvale • May 2016

### Fontana South Walmart

City of Fontana • May 2016

### Fontana North Walmart

City of Fontana • July 2016

### Roquet Ranch Specific Plan

City of Colton • November 2016

### Rancho Mirage General Plan Update

City of Rancho Mirage • March 2017

### Gateway South Warehouse, Building 4

City of San Bernardino • April 2017

### Central and Tippecanoe Fuel Center

City of San Bernardino • October 2018

### U.S. Post Office Lugonia Station Relocation

City of Redlands • March 2019

### Fairfield Inn & Suites

City of Livermore • September 2019

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***Project Experience***

Selected Initial Studies and Focused Studies for CEQA compliance completed by Lilburn Corporation for projects analyzed during the past five years, along with project references are shown in Table 3.

**TABLE 3**  
**SELECTED CEQA PROJECT EXPERIENCE - LILBURN CORPORATION**  
**Project Dates, Clients, & Project Roles**  
**2015 - 2019**

Start Date	Completion Date	Project Duration	Principal	Project Manager	Other Key Staff	Type of Service	Client
Feb-14	Feb-15	12 months	C. Tubbs	N. Patty	F. Amendola	CEQA Reviews, Studies and Project Planning for Various LLUH Master Plan Projects	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Jun-14	Jun-15	12 months	C. Tubbs	N. Patty	F. Amendola	Initial Study, LAFCO Processing, & Project Planning for Citrus Lane Residential Subdivision & Annexation	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Mar-15	Jul-15	4 months	C. Tubbs	M. Perry	N. Patty	Initial Study for Shaw Development Warehouse, Rialto	Shaw Development Company 160 Newport Center Drive Newport Beach, CA 92660 Mr. Quinn Johnson (949) 640-4800
Feb-15	May-15	3 months	C. Tubbs	N. Patty		Initial Study for LLUMC Front Entrance Remodel	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Jun-15	May-16	11 months	C. Tubbs	N. Patty	F. Amendola	Supplemental EIR for LLUMC Hospital Redesign	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Jun-15	Nov-15	5 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Student Housing and Dining Commons	CSUSB, Capital Planning 5500 University Parkway San Bernardino, CA 92407 Mr. Hamid Azhand (909) 537-5137
Aug-15	Feb-17	17 months	C. Tubbs	N. Patty	F. Amendola	Initial Study and Annexation Processing for Orchard Heights Residential Tract	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830

**TABLE 3**  
**SELECTED CEQA PROJECT EXPERIENCE - LILBURN CORPORATION**  
**Project Dates, Clients, & Project Roles**  
**2015 - 2019**

Start Date	Completion Date	Project Duration	Principal	Project Manager	Other Key Staff	Type of Service	Client
Sep-15	May-16	8 months	C. Tubbs	M. Perry	F. Amendola	Initial Study for Route 66 Congregate Care Facility, Rialto	Azure Route 66 Partners, LLC 17870 Castleton Street, Ste. 110 Industry, CA 91748 Ms. Mary Brown (818) 795-0948
Dec-15	May-16	6 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Extended Stay Hotel	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Oct-16	May-18	19 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for ICCR Church, Loma Linda	Islamic Community Center of Redlands, Building Committee c/o Shakil Patel & Associates Loma Linda, CA 92354 Mr. Shakil Patel (909) 913-3175
Dec-16	On-going		C. Tubbs	N. Patty	F. Amendola	Initial Study for Fairway Equities Memory Care Facility, Victorville	Foremost Retirement Resort 17581 Sultana Street Hesperia, CA 92345 Dr. Venkat Vangala (760) 486-5020
Jan-17	Aug-18	19 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Boulder & Greenspot 7-11 Store/Gas Station, Highland	Thatcher Engineering & Associates 1461 Ford Street Redlands, CA 92373 Ms. Vicky Valenzuela (909) 748-7777
Jan-17	Jul-17	7 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Monopoly Route 66 Intermodal Transit Storage, San Bernarino	Transportaion Development LLC 1820 San Vicente Boulevard Santa Monica, CA 90402 Mr. Bob Nassir (310) 466-7225
May-17	Sep-17	4 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Rialto Fire Station No. 205, Rialto	City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Mr. Daniel Casey (909) 820-2535

**TABLE 3**  
**SELECTED CEQA PROJECT EXPERIENCE - LILBURN CORPORATION**  
**Project Dates, Clients, & Project Roles**  
**2015 - 2019**

Start Date	Completion Date	Project Duration	Principal	Project Manager	Other Key Staff	Type of Service	Client
Jun-17	Nov-17	10 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Hilton HOME2 Suites, Redlands	City of Redlands 35 Cajon Street, Suite 20 Redlands, CA 92373 Mr. Brian Foote (909) 798-7555
Jun-17	Jul-17	2 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Acacia Residential Subdivision, Rialto	Asian Pacific Inc. 22632 Golden Springs Dr., Ste. 280 Diamond Bar, CA 91765 Mr. Michael Ramirez (760) 810-8548
Jun-17	Sep-18	16 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Sycamore Residential Subdivision, Rialto	Asian Pacific Inc. 22632 Golden Springs Dr., Ste. 280 Diamond Bar, CA 91765 Mr. Michael Ramirez (760) 810-8548
Sep-17	Feb-19	17 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for RV Storage Facility, Beaumont	Colorado River Mobile Homes 2715 Parker Dam Road Earp, CA 92242 Mr. Mark Wade (760) 369-9011
Oct-17	On-going		C. Tubbs	N. Patty	F. Amendola	EIR for Ling Yen Mountain Temple Campus Expansion, Rancho Cucamonga	County of San Bernardino, LUSD 385 North Arrowhead Avenue San Bernardino, CA 92415 Mr. Aron Liang (909) 387-0235
Nov-17	Jun-18	8 months	C. Tubbs	N. Patty	F. Amendola	Epic Careage Medical Office	Miller Architectural Corporation 1177 Idaho Street, Suite 200 Redlands, CA 92374 Mr. Gary Miller (909) 335-7400
Dec-17	Apr-18	5 months	C. Tubbs	N. Patty	F. Amendola	Initial Study for Candlewood Suites Hotel	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830

**TABLE 3**  
**SELECTED CEQA PROJECT EXPERIENCE - LILBURN CORPORATION**  
**Project Dates, Clients, & Project Roles**  
**2015 - 2019**

Start Date	Completion Date	Project Duration	Principal	Project Manager	Other Key Staff	Type of Service	Client
Jan-18	On-going		C. Tubbs	N. Patty	G. Huerta	Initial Study for Beaumont Village Commercial Project, Beaumont	Santiago Holdings, LLC 9454 Wilshire Blvd., Suite 650 Beverly Hills, CA 90212 Mr. Ari Miller (310) 553-1031
Oct-18	Apr-19	7 months	C. Tubbs	N. Patty	D. Macias	Initial Study for Topgolf Entertainment Facility	County of San Bernardino, LUSD 385 North Arrowhead Avenue San Bernardino, CA 92415 Mr. Chris Warick (909) 387-4112
Dec-18	Jun-19	7 months	C. Tubbs	N. Patty	k. Fowler	Initial Study for Riverside and Randall Gas/Convenience Store	POG Enterprise, Inc. c/o Verde Vistas PO BOX 245 Monterey Park, CA 91754 Mr. Michael Ramirez (760) 810-8548
Dec-18	Jun-19	7 months	C. Tubbs	N. Patty	G. Huerta	Initial Study for Riverside and Santa Ana Gas/Convenience Store	TABEL Investments, Inc. c/o Verde Vistas PO BOX 245 Monterey Park, CA 91754 Mr. Michael Ramirez (760) 810-8548
Dec-18	May-19	6 months	C. Tubbs	N. Patty	G. Huerta	Initial Study for South Hills Annexation	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Mr. Konrad Bolowich (909) 799-2830
Apr-19	On-going		C. Tubbs	N. Patty	F. Amendola	Initial Study for New Jersey Street Warehouse/Condominium Project, Redlands	City of Redlands 35 Cajon Street, Suite 20 Redlands, CA 92373 Ms. Lorelee Ferris (909) 798-7555

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***Approach and Scope of Work***

The City of Loma Linda is requesting the services of an environmental consulting firm to prepare technical studies, a California Environmental Quality Act (CEQA) document and a Staff Report for an Application received to develop the Loma Linda Courtyard Marriot Hotel. The Project Site is located at to be located at 10354 Richardson Street and consists of 1.4 acres identified as “NEW APN 0281-162-53-0000.” This property is actually within the boundaries of “OLD APN 0281-162-051” (2.4 acres) for which Lilburn Corporation prepared technical studies and a CEQA Initial Study in 2017. The project will include a 71,642.82 square-foot, commercial building (hotel) with 125 rooms, 4 floors, and 109 parking spaces. Along with the project, the Applicant is processing a Specific Plan Amendment to reduce the parking requirements for hotels from the currently required 1.1 space per guest room to 1 space per guest room. The City has indicated that a parking study will be provided at a later time.

Our methodology for preparation of certain technical studies, CEQA Initial Study, Staff Report and Exhibits, and AB 52 assistance, as requested in the City’s Request for Proposals (RFP) is described herein. Essentially, the work completed in 2017 for the existing TownePlace Suites by Marriot will be updated for the new hotel. Our scope of work will lead to the City’s adoption of a CEQA document that will provide for future development of the project site as designed. The City currently expects that the proposed project would comply with CEQA with preparation of technical studies and an Initial Study/Mitigated Negative Declaration.

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

- ❑ Meet with City and Applicant to Review Proposed Project
- ❑ Prepare a Comprehensive Project Description for use in Initial Study
- ❑ Prepare Technical Studies Needed:
  - Traffic Impact Study
  - Air Quality/GHG Analysis (as part of Initial Study)
- ❑ Prepare AB52 Consultation Letters for City to Send to Tribes
- ❑ Develop a Draft Initial Study
- ❑ File Notice of Intent (NOI) and Submit a Notice of Completion (NOC) with Initial Study to State Clearinghouse, Responsible and Interested Parties for a 30-day Public Review Period
- ❑ Mail Notice of Availability to Surrounding Property Owners
- ❑ Review and Discuss Comments Received on Document; Prepare Responses as Directed by City
- ❑ Prepare Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City adoption

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- ❑ Prepare Final Mitigated Negative Declaration
- ❑ Prepare Findings, Staff Report & Exhibit, Conditions of Approval

**TASK 1: KICK-OFF MEETING, SITE VISIT, PROJECT REVIEW**

Following receipt of a notice-to-proceed, Lilburn Corporation will schedule a site visit and a meeting with City staff and the Applicant. This task includes obtaining and reviewing with the Applicant all relevant site plans and designs. We will conduct a site visit to photo-document surrounding land uses and current site conditions, and to provide all team members with an understanding of the Project Site and Proposed Project design. It will be necessary to obtain sufficient design detail and site disturbance information to conduct an adequate evaluation of the Application and initiate the environmental review.

**TASK 2: DATA REVIEW & PROJECT DESCRIPTION**

In this task we will review any additional technical data provided by the Applicant and prepare a Project Description for use in the Initial Study, initiate the technical reports, and prepare AB52 letters. The Project Description will be developed in cooperation with City staff and the Applicant. The Project Description will include a summary of the project as proposed, a discussion of the site plan, and graphics. The graphics prepared for use in the Initial Study will be based in part on exhibits prepared to date by the project designers and engineers. Final approval of the Project Description will be provided by the City.

**TASK 3: TRAFFIC IMPACT ANALYSIS**

A Traffic Impact Analysis (TIA) will be prepared by Urban Crossroads, Inc. to determine the potential for traffic associated with the proposed hotel to impact the local roadway system. Specifically, the focused traffic analysis will consist of: (1) discussing the Project Description with the City and receiving concurrence in the form of a Traffic Scoping Agreement regarding the number of intersections and roadway segments to be analyzed; (2) conducting a field survey; (3) documenting existing traffic conditions; (4) determining project trip generation; (5) distributing the project trip generation to the street system; (6) determining the project's traffic impacts in relation to Measure V; (7) examining internal circulation including emergency vehicle access; (8) conducting a queuing analysis at Project access points; and (9) mitigating the impacts. Mitigation measures will include roadway sizing recommendations, intersection controls, and special treatments such as left turn pockets and right turn lanes as might be required by the project. Prior to receiving the City's concurrence on roadway segments and intersections to be included in the analysis, the following scope is proposed.

Urban Crossroads will review the site plan and project site access locations; assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria; review Master Planned proposed internal circulation; and make recommendations as necessary. Trip generation rates based upon the Institute of Transportation Engineers, Trip Generation Manual, 10th Edition, 2017 will be used if acceptable to the City.

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Upon approval of the Scoping Agreement to be prepared and submitted to the City, Urban Crossroads will procure weekday morning/evening peak period intersection turning movement counts at two existing study area intersections and conducting 24-hour roadway segment counts on one roadway segments (or as approved by the City). Estimates of trip generation and trip distribution for other (cumulative) development is required. It is estimated that up to 35 individual cumulative development projects may need to be included in this traffic analysis. As such, this scope of work assumes that this number of cumulative projects will need to be modeled as part of the future year cumulative traffic forecasting process. Urban Crossroads will calculate cumulative near-term future peak hour turning movement volumes for the study area intersections and the cumulative near-term future daily traffic (ADT) flows on study area roadway segments as approved by the County.

The intersection capacity and level of service (LOS) for the study area intersections will be assessed for each of the following traffic conditions: 1) Existing (2019); 2) Existing Plus Project; 3) Existing Plus Ambient Growth; 4) Existing Plus Ambient Growth Plus Project; 5) Existing Plus Ambient Growth Plus Cumulative Project; and 6) Existing Plus Ambient Growth Plus Cumulative Projects Plus Project. A traffic signal warrant analyses will be performed for unsignalized study area intersections, for each of the traffic scenarios described above. Improvements necessary to maintain acceptable intersection performance at the study area intersections for each of the future traffic scenarios will be recommended.

An evaluation of the existing transportation impact fee programs in the City relevant to the project will be prepared. To complete the CEQA analysis, existing pedestrian, bicycle, and transit facilities in the study area will be documented. At this time, we are not recommending an analysis of Vehicle Miles Traveled.

Urban Crossroads, Inc. will provide a detailed written report that documents the existing environment; predicts the future traffic generation; discusses project impacts to the affected circulation system in light of the applicable local and state thresholds; and list mitigation measures as necessary. The report will be prepared in accordance with accepted professional transportation engineering standards and will comply with the City's Measure V. The final illustrated report will summarize the focused traffic analysis findings, methodology, and supportive data. Existing traffic conditions, traffic conditions upon project completion, and recommend mitigation measures will be documented.

**TASK 4: AIR QUALITY/GREENHOUSE GAS STUDY**

Lilburn Corporation will complete an emissions inventory for criteria pollutants and an assessment of the estimated emissions as compared to existing South Coast Air Quality Management District (SCAQMD) CEQA significance thresholds will be prepared upon completion of the Traffic Impact Analysis. The inventory will be based on a short-term construction phase, the number of project-related vehicle miles driven, and the operational elements of the proposed project. The estimated emissions will be calculated using the SCAQMD computer model CalEEMod. The potential project and cumulative emissions will also be analyzed for consistency with the current Air Quality Management Plan and the City's

**PROPOSAL FOR CONSULTANT SERVICES  
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General Plan. Depending on the degree of the potential impacts, mitigation measures will be recommended for implementation. These measures will reduce potential emissions. These would mainly be complying with standard measures required to control construction dust and reduce exhaust emissions.

The CalEEMod model generates emissions from construction activities, vehicular usage, and from operational activities for each of the gases that make up the group of pollutants that are believed to contribute to the greenhouse effect. Carbon dioxide (CO<sub>2</sub>) is the major pollutant of concern for most greenhouse impacts. Electrical generation and natural gas combustion emissions are included in the operational emissions. If specific usage rates are provided by the Engineer or Architect, they will be used for the projections; otherwise general estimates from the CalEEMod will be used to estimate natural gas and electricity consumption. The South Coast Air Quality Management District's 3,000 MTCO<sub>2</sub>e threshold of significance will be used to compare the projected emissions for determining the level of significance. Compliance with greenhouse gas (GHG) voluntary reduction strategies will be determined to allow project operations to be in compliance by reducing (to the extent feasible) global climate change. Potential conditions of approval that may also be required to reduce project GHG emissions as suggested by the California Air Resources Board would be reviewed for their applicability to the proposed project and any applicable measures would be presented for the City's consideration.

**TASK 5: COMPLY WITH AB-52 NOTIFICATION REQUIREMENTS**

Lilburn Corporation will use the City's preferred letter format for preparing AB-52 letters to tribes that have requested notification of new projects. Lilburn will assist the City in providing responses to tribes and include any appropriate mitigation measures received during consultation efforts in the CEQA document.

**TASK 6: PREPARE INITIAL STUDY AND NOTICES**

Based on the findings of the technical studies prepared and reviewed, and the information contained in the Project Description, we will prepare a Draft Initial Study to evaluate all potential environmental impacts associated with the proposed project. The Initial Study will be prepared in the City's format and conform to the 2020 CEQA Guidelines. We will incorporate relevant and available information from the site visit and all the technical studies prepared and provided to us. We will utilize Engineer-provided data related to water use, wastewater generation, Title 24 building specifications, energy use, and the estimated construction schedule to evaluate other required environmental resource areas. We will also use the CalEEMod output used for the Air Quality/Greenhouse Gas Analysis in order to complete the Energy Use Analysis for the Initial Study. We will require at a minimum, the Proposed Project's Hydrology Study, Storm Water Pollution Prevention Plan, Water Quality Management Plan, grading plan, and landscape design.

A second version of the Initial Study incorporating any requested City edits will then be forwarded to the City for review via email in Microsoft Word format. The City will then make the determination as to whether the Negative Declaration/Mitigated Negative Declaration is

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ready for public review. Following completion of the review by staff, we will finalize the document for public review.

**TASK 7: PREPARE & CIRCULATE NOI/NOA**

Lilburn Corporation will compile a distribution list of responsible and trustee agencies that should receive a copy of the Initial Study along with a Notice of Intent (NOI) to Adopt a Negative Declaration. Lilburn Corporation will circulate the document and notices to the State Clearinghouse and local community groups, local agencies, surrounding jurisdictions, etc, as needed. We will also prepare a Notice of Availability (NOA) and distribute it to surrounding property owners. The City will be responsible for sending notices and sending to the local newspaper for publishing. The City will assist by providing contact information as needed.

**TASK 8: REVIEW PUBLIC COMMENTS/PREPARE MMRP**

Upon completion of the environmental public review, we will review any public comments received with Staff and provide responses as directed. We will also finalize the Initial Study as necessary based on comments received and prepare a Mitigation Monitoring and Reporting Program (MMRP) to include mitigation measures identified in the screen check Draft Initial Study and as a result of public input. Mitigation Measures may be amended or supplemented as a result of public comments received and City responses to comments. A copy of the Draft MMRP will be provided for staff's internal review and comment via email in Microsoft Word format.

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

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

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

**TASK 9: STAFF REPORT, FINDINGS, CONDITIONS OF APPROVAL AND PC EXHIBITS**

We will provide a staff report that will include a project summary, CEQA findings, CUP and Specific Plan Amendment findings, Measure V compliance and all necessary exhibits and attachments including Conditions of Approval for inclusion in agenda packets of both the Planning Commission and the City Council. Lilburn Corporation will provide a draft to City staff for review via email in Microsoft Word format. The final version will incorporate any comments

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from staff. Note that our cost estimate does not include our preparation of a presentation of the project for Planning Commission or City Council.

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

***Project Schedule***

The City’s RFP requests an overall schedule including the timing of each work task. The duration estimated for each of the major tasks identified in our Scope of Work is shown on the following project schedule (Table 4). We are committed to meeting these task durations assuming no constraints to the schedule occur that are outside of our control. Target dates for each Task’s Completion would be established during the kick-off meeting. Key personnel listed in this proposal will be assigned to the project. All personnel have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

**Table 4  
Project Schedule for CEQA and Planning Services  
Loma Linda Marriot Courtyard CUP No. P19-218**

Tasks	Duration (calendar days)
Kickoff Meeting, Site Visit, Review Project	1 day
Data Review and Project Description	10 days
Traffic Impact Analysis ( <i>following City Approval of Scoping Agreement</i> )	30 days
AB-52 Assistance	5 days
Air Quality/GHG Study ( <i>following completion of TIA</i> )	12 days
Draft Initial Study – 1 <sup>st</sup> version ( <i>after completion of AQ/GHG</i> )	6 days
City Review of Initial Study	6 days
Revise Initial Study per City Comments, Print Copies of IS, Prepare Notices, and Mail	10 days
Public Review Period	20 days
Prepare Final Documents including Response to Comments, MMRP and Notices	1 week
Prepare Staff Report	1 week
1 <sup>st</sup> Planning Commission Public Hearing	1 day
City Council Public Hearing	1 day

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***Availability of Personnel/Work Plan***

Lilburn Corporation staff size currently totals 11 employees. Our current backlog of project work is equivalent to approximately 8 months. We are able to commit to the overall task schedules presented in Table 4.

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

Cheryl A. Tubbs	45%
Natalie Patty	55%
Frank Amendola	45%
Kimberly Fowler	50%

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

Lilburn Corporation assigns a Principal of the firm to all projects to provide quality control/quality assurance. All documents are reviewed for technical accuracy and completeness before submittal to the client for review. The principals of the firm each have over 40 years of professional experience and each have over 33 years of experience working on environmental compliance projects in southern California.

***Project Cost***

The estimated costs to complete the tasks described above are shown in the following Table 5. The total fee is estimated from the number of hours estimated for each employee classification and subconsultant costs per task. The total cost for completion of the project is a fixed fee amount of Thirty Thousand Eight Hundred Ninety Dollars (\$30,890.00). This cost estimate provides for meeting attendance, travel costs, and document reproduction, as noted in the Scope of Work. All charges for service are based on a not to exceed fee. Hourly fees by labor classification include salary plus 167% overhead which covers benefits, payroll taxes, indirect labor/expenses, other direct costs, plus an average 10% profit margin. The hourly rate schedule is

**PROPOSAL FOR CONSULTANT SERVICES  
LOMA LINDA MARRIOTT COURTYARD HOTEL**

part of our cost in invoicing for extra work incurred that is not part of this RFP. This City's RFP is hereby incorporated in its entirety as part of Lilburn's quote.

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

The hourly billing rates included on the cost Table 5 and on Lilburn Corporation's Rate Schedule (Table 6) become effective at the initiation of this project and will be valid through the estimated duration of the project or for a period of 18 months, whichever is shorter.

***Statement of Compliance***

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

**PROPOSAL FOR CONSULTANT SERVICES  
LOMA LINDA MARRIOTT COURTYARD HOTEL**

**TABLE 5 - COST ESTIMATE  
Loma Linda Courtyard Marriott Hotel (CUP No. P19-218)**

COST CATEGORY	LABOR										OTHER DIRECT COSTS (ODC's)			TOTAL ESTIMATED COSTS
	Principal \$270/hr	Project Manager \$155/hr	Associate Geologist \$100/hr.	Engr./ Anal. II \$85/hr.	Sr. CAD Designer \$115/hr.	Document Mgr. \$105/hr.	Labor Subtotal		Subconsultants 0% Mark-up	Reproduction/ Mileage	Expenses Subtotal			
							Hours	Costs (A)				Costs (B)		
<b>TASKS</b>														
Task 1: Kickoff Meeting, Site Visit, Review Project	1	2		2				5	\$ 690				\$ -	\$ 690
Task 2: Data Review & Project Description		2		1				3	\$ 395				\$ -	\$ 395
Task 3: Traffic Study	1							1	\$ 210	\$ 9,380			\$ 9,380	\$ 9,590
Task 4: Air Quality/GHG Study	1	2		16				19	\$ 1,880				\$ -	\$ 1,880
Task 5: Assist City with SB-18/AB-52 Compliance		2						2	\$ 310				\$ -	\$ 310
Task 6: Draft (2 versions) Initial Study	1	64		2		1		68	\$ 10,405				\$ -	\$ 10,405
Task 7: Prepare & Circulate NOI/NOA		8				2		10	\$ 1,450			\$ 250	\$ 250	\$ 1,700
Task 8: Review Comments/Prepare MMRP & COAs		12						12	\$ 1,860				\$ -	\$ 1,860
Task 9: Staff Report, Findings & PC Exhibits		24		4				28	\$ 4,060				\$ -	\$ 4,060
<b>PROJECT TOTALS</b>	<b>4</b>	<b>116</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>3</b>		<b>148</b>	<b>\$ 21,260</b>	<b>\$ 9,380</b>	<b>\$ 250</b>	<b>\$ 9,630</b>	<b>\$ 9,630</b>	<b>\$ 30,890</b>

Lilburn Corporation, February 2020

**PROPOSAL FOR CONSULTANT SERVICES  
LOMA LINDA MARRIOTT COURTYARD HOTEL**

**Table 6**  
**LILBURN CORPORATION**  
1905 Business Center Drive  
San Bernardino, California 92408

**STANDARD SCHEDULE OF CHARGES**  
*(Effective January 1, 2020)*

<b><u>PROFESSIONAL SERVICES</u></b>	<b><u>HOURLY RATE</u></b>
Principal .....	\$190 - \$205
Project Director.....	\$175 - \$185
Senior Project Manager .....	\$155 - \$175
Project Manager.....	\$150 - \$160
Senior Analyst/Planner .....	\$125 - \$145
Environmental Analyst/Planner.....	\$75 - \$105
Senior CAD Designer .....	\$105 - \$120
Word Processor/Office Administrator.....	\$95 - \$105
Clerical/Student Intern.....	\$65

Expert witness testimony billed two times normal billing rates with a two-hour minimum, plus expenses.

**EXPENSES AT COST PLUS 10%:**

Travel (non-automobile)  
Lodging  
Auto and Truck Rentals  
Specialty Equipment and Rentals  
Delivery Services  
Printing (Blueprints, Photo Services, Color Copies, Specialty Supplies)

**OTHER DIRECT COSTS**

Auto Mileage (per current IRS or government rate).....\$0.535 mile  
Agency Permits/Fees .....

Agency Permits/Fees .....	At Cost
Consultants and Subcontractors.....	Cost Plus 5 - 15%



# City of Loma Linda

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

## REQUEST FOR PROPOSALS CONSULTANT SERVICES

### FOR THE LOMA LINDA COURTYARD MARRIOTT HOTEL

**RELEASE DATE: JANUARY 23, 2020**

**SUBMITTAL DEADLINE: FEBRUARY 17, 2020, 10:00AM**

#### INTRODUCTION

The City of Loma Linda (City) is soliciting proposals for planning consultant services to establish a contract to prepare an Initial Study/Mitigated Negative Declaration, project staff report, and Conditions of Approval.

The Consultant will serve as the Project Planner and prepare the appropriate documents for a commercial development known as the Loma Linda Courtyard Marriott Hotel to be located at 10354 Richardson St. The project will include a 71,642.82 square-foot, commercial building, “Courtyard Hotel”, with 125 rooms, 4 floors, and 109 parking spaces (currently under parked). Along with the project, the Applicant is processing a Specific Plan Amendment to reduce the parking requirements for hotels. Currently, the Specific Plan states hotels require 1.1 space per guest room. The Applicant is requesting to change it to 1 space per guest room, which is consistent with other jurisdictions and their requirements for hotels. A parking study will be provided at a later time. Draft project plans are enclosed as separate documents, Attachment B – Project Plans.

The Consultant will be required to review the submitted plans, prepare the staff report with associated exhibits, prepare the environmental Initial Study (which includes hiring subconsultants to prepare the required technical studies), and manage the preparation of the appropriate CEQA document based on the findings in the Initial Study, pursuant to the adopted requirements of the Loma Linda General Plan, Loma Linda Municipal Code, East Valley Corridor Specific Plan, Measure V, and other state and federal laws, as applicable. The Initial Study prepared by the Consultant will analyze the existing and future impacts associated with the proposed development. The tasks outlined in the scope of services section represent what the City believes to be a logical approach.

The selected Consultant will enter into an Agreement for Professional Services with the City to serve as Project Planner to prepare the staff report, environmental documents, and comply with all CEQA requirements and guidelines. The start date for the Agreement period will take place immediately after City Council approves the contract for consultant services.

## PROJECT DESCRIPTION AND INFORMATION

**Application Types:** Conditional Use Permit Application No. P19-218 (Specific Plan Amendment Application pending).

**Description:** Hotel development, 71,642.82 square-foot commercial building with 4 floors, 125 rooms, 109 parking spaces (project details are expected to change upon 2<sup>nd</sup> submittal of corrected plans).

**Location:** West side of Richardson St, north of Redlands Blvd and south of the 10 fwy; new parcel number: 0281-162-53; address: 10354 Richardson St.

**General Plan Land Use Designation:** Commercial.

**Zoning:** East Valley Corridor Specific Plan / General Commercial (EVC-CG).

**Terrain:** Vacant, relatively flat, minimal vegetation, 1.42 gross-acre parcel.

Project plans have been included for your initial review (Attachment B). In addition, the Applicant has provided a Photometric Study. The project has been formally reviewed by City Staff and corrections have been submitted to the Applicant. Staff will work with the Consultant throughout the review process and provide revised or updated plans if applicable.

## GENERAL SCOPE OF SERVICES

Under the direction of City Staff, the Consultant will prepare a staff report and Initial Study for the proposed project. Duties include, but are not limited to, the following:

- Confer, as needed, with City Staff and with the Applicant(s).
- Gather and analyze data by reviewing project plans, reports, technical studies, files and related materials.
- Prepare Staff Report, necessary Findings, and exhibits for Planning Commission. Staff will do the presentation.
- Prepare Conditions of Approval and coordinate preparation of conditions by other City departments.
- Prepare an environmental Initial Study/MND, Mitigation Monitoring Report Program, and incorporate the following technical studies, pursuant to CEQA, if applicable:
  - Air Quality/Greenhouse Gas
  - Traffic Study - Must comply with Measure V
  - Cultural Study
  - Light/Photometric Study (already provided by Applicant; peer review and incorporate into your document if needed)
  - Others as may be necessary to complete environmental review. Staff does not believe a General Biological Resource Assessment or Noise Study are necessary because of the location, however, if the Consultant believes otherwise, please include and explain in proposal.
- Comply with SB 18 and AB 52 notification requirements. Staff will assist with tribal consultation and mail the AB52 letters and any supporting documents the Consultant prepares. We work with San Manuel and Soboba, but will also notify Morongo and Gabrieleno Band of Mission Indians.

- Manage preparation of the appropriate CEQA document based on the findings of the Initial Study.
- Prepare and Circulate a Notice of Intent to Adopt a Mitigated Negative Declaration.
- Submit all document drafts to the City of Loma Linda via email in Microsoft Word. If files are too large to email, they should be made available via a FTP site.

The final scope of services will be based on the Consultant's approach to the project and will be negotiated with the firm selected and will be included in the services agreement. If the Consultant has an issue with a particular work item, a reason for the concern shall be stated in the proposal and an alternate scope of work item shall be provided.

### **TASKS AND DELIVERABLES**

- Consultant will attend a kick-off meeting with City Staff and the Applicant to discuss the project and proposed scope of work. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.
- Consultant will work with City Staff and the Applicant to prepare an official project description that will articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the Applicant will be the basis for the project description.
- Consultant will prepare the environmental Initial Study (IS) document and Mitigation Monitoring Report Program. City Staff will not prepare any IS/MND sections but will provide to the Consultant any required information to complete the analysis.
- Consultant will prepare all required CEQA forms and notices including (i.e. Notice of Intent or Notice of Availability) a distribution list for review and comment by the City. City Staff will assist by providing contact information and mailing labels if needed, and, will be responsible for paying for and sending out the notices and/or newspaper publishing.
- Consultant will prepare and distribute copies of the Draft IS/MND to the State Clearinghouse and local community groups, local agencies, surrounding jurisdictions, etc, as needed. All conclusions and substantiating information will be documented in the IS/MND. Staff will be responsible for filing all CEQA notices to the County on behalf of the Applicant. However, the Applicant will pay for the Notice of Determination and any CEQA filings upon the approval of the project.
- Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare detailed and comprehensive written responses to comments that raise environmental issues.
- Consultant will prepare the project Staff Report, Conditions of Approval, and all supporting exhibits to be submitted to the Planning Commission; it should include an overview of the project, analysis of the project with respect to regulations, plans and public facilities, the project/application findings, and a comprehensive review of the IS/MND with a special focus on traffic mitigations and Measure V compliance.

Document templates used for previous projects will be available to the Consultant upon request. City Staff will present the project, environmental document, staff report and findings to the Planning Commission and City Council.

## **PROPOSAL REQUIREMENTS**

Response to this Request for Proposal (RFP) must include the following:

1. A statement about the firm that describes its experience as well as its competencies. This statement should describe the firm's level of expertise in the following areas:
  - Understanding of municipal procedures;
  - Knowledge of the California Environmental Quality Act (CEQA) and experience with environmental analysis;
  - Ability to analyze and present information in an organized format;
  - Familiarity with public input processes and experience in handling the presentation and dissemination of public information for review and comment.
2. Identification of the lead professional responsible for the project and of each professional who will perform various aspects of the day-to-day work including resumes of the principal and all professionals who will be involved in the work. If the proposal involves a joint venture or subcontractors, identify the firm(s) and describe related experience working on a multi-firm team.
3. A list of similar projects completed by the firm with references for each such project, including the contact name, address and telephone number.
4. A statement regarding the anticipated approach for this project, and a scope of work outlining and describing the main tasks and work products.
5. Identification of any information, materials and/or work assistance required from the City of Loma Linda and/or involved agencies or proponents to complete the project.
6. An overall project schedule, including the timing of each work task.
7. Information about the availability of all professionals who will be involved.
8. The anticipated project cost, including:
  - A not-to-exceed total budget amount;
  - The cost for each major sub-task identified in the scope of work;
  - The hourly rates for each person who will be involved in the work.
9. A statement regarding the firm's ability to comply with the standard provisions of the Agreement including insurance requirements (Attachment A).

## **COST ESTIMATES**

The proposal portion of the submittal must address the project's scope of services (outlined above):

1. A project budget that includes an itemized list of the costs associated with each task identified in the scope of services. The itemized list shall include the cost per task, hours required to complete each task, and the associated hourly rate(s) for all Consultant and sub-consultant costs. Costs must include all fees and expenses that the Consultant expects to be compensated or reimbursed for, including all costs for reproduction of materials, and attendance at meetings, and public meetings and/or hearings.
2. A statement that all charges for services will be a "not to exceed fee," as submitted with and made part of said Consultant's quote.

3. A copy of the Consultant’s hourly rate schedule, with direct costs broken out separately from overhead rates, and a written statement that said hourly rate schedule is part of the Consultant’s quote for use in invoicing for extra work incurred that is not part of this RFP.
4. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant’s quote.
5. Submit one hard copy and one electronic copy ([lmatarrita@lomalinda-ca.gov](mailto:lmatarrita@lomalinda-ca.gov) or on thumbdrive) of the proposal to the City at the following address:

City of Loma Linda - Community Development Dept.  
Attn: Lorena Matarrita, Associate Planner  
25541 Barton Road  
Loma Linda, CA 92354

**Please submit your proposal no later than 10:00am on February 17, 2020.**

## **SELECTION PROCESS**

The City will evaluate the proposals as they are received and will exercise its discretion in selecting a firm. The City reserves the right to award a contract to the firm that has the qualifications and capabilities considered to best serve the interest of the City. A Consultant will be selected based on the criteria listed in the RFP, as well as the estimated cost of work. If successful, the Consultant will enter into a contract to be awarded by the City of Loma Linda, covering the scope of services, budget and schedule. City Council will approve the final contract. The start date for the Agreement period will take place immediately after Council approves the contract, tentatively scheduled for March 10, 2020.

## **CALIFORNIA PUBLIC RECORDS ACT**

It is the Consultant’s responsibility to identify information in their proposals that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in strict confidence. All other information will be public.

## **GENERAL**

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request. This RFP is not a contract or commitment of any kind. The proposal submitted in response to this RFP will become the property of the City and may be used by the City in any way deemed appropriate. The City reserves the right to accept or to reject, in part or in its entirety, the qualifications submittal if such action is deemed to be in the best interest of the City.

## **CONTACT INFORMATION**

Lorena Matarrita, Associate Planner  
909-799-2839  
[lmatarrita@lomalinda-ca.gov](mailto:lmatarrita@lomalinda-ca.gov)

Nataly Alvizar, Admin. Assistant II  
909-799-2830  
[nalvizar@lomalinda-ca.gov](mailto:nalvizar@lomalinda-ca.gov)

## **ATTACHMENTS**

- A. Insurance Information
- B. Project Plans

## ATTACHMENT A

### INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) **Types of Required Coverages**

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) **Professional Liability:** Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) **Endorsements**

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

**Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability”
3. Restrict coverage to the “Sole” liability of contractor
4. Exclude “Third-Party-Over Actions”
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

**Additional Insured:** The City, its elected official, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

**Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) **Notice of Cancellation**

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) **Waiver of Subrogation**

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) **Evidence of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) **Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

**(g) Contractual Liability/Insurance Obligations**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

**(h) Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**(i) Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

**(j) Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

**(k) Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

**ATTACHMENT B**

**PROJECT PLANS**

*Provided as separate attachments in email.*



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: Konrad Bolowich, Assistant City Manager  
SUBJECT: Citrus Trails Park Fee credit Agreement

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

It is recommended that the City Council approve an agreement with Lennar Homes of Californian for development of the park in the Citrus Trails portion of The Groves Master Planned Community.

### BACKGROUND

Developer owns certain real property in the City located north of Mission Road and west of California Street known as "Citrus Trails" which is planned for the construction of approximately 224 detached residential units. The Master Plan and the conditions of approval require construction of two parks totaling approximately 15ac. as part of the project requirements.

### ANALYSIS

All 224 residential lots in the Property are subject to the development impact fee for parkland acquisition in the current amount of \$12,489.00 per unit. The aggregate total amount of the Park DIF applicable to the 224 residential units within the Property is \$2,797,536.00. Construction estimates for the park are approximately \$4,650,000. Estimated expenditures for the Park Facilities will exceed the Park DIF Obligation applicable to the Property by approximately \$1,852,464. The developer will be obligated to fund this amount for park construction prior to project completion

### FINANCIAL IMPACT

No direct fiscal impact. The City will receive approximately \$1,852,464 of net value in park infrastructure at completion.

### ATTACHMENT

Agreement

**CITRUS TRAILS (TRACT No. 18990)  
PARK FEE CREDIT AGREEMENT**

This Agreement ("Agreement") is entered into on \_\_\_\_\_, 2019 by and between the CITY OF LOMA LINDA, a municipal corporation ("City"), and LENNAR HOMES OF CALIFORNIA, INC., a California corporation ("Developer"), with respect to the following facts:

**RECITALS**

- A. Developer owns certain real property in the City located north of Mission Road and west of California Street known as "Citrus Trails" and described as Tract No. 18990 (the "Property") planned for the construction of approximately 224 detached residential units.
- B. Under the Conditions of Approval for the Property, Developer is required to construct two community parks and a paseo trail ("Park Facilities") as shown in **Exhibit "A"**.
- C. All 224 residential lots in the Property are subject to the development impact fee for parkland acquisition in the current amount of \$12,489.00 per unit, which may be subject to annual or periodic adjustments ("Park DIF").
- D. As of the date of this Agreement, Developer has paid the Park DIF for 55 residential units in the total amount of \$686,895.00 in connection with the issuance of building permits for the residential units under construction ("Park DIF Deposits").
- E. As of the date of this Agreement, the aggregate total amount of the Park DIF applicable to the 224 residential units within the Property is \$2,797,536.00 ("Park DIF Obligation").
- F. Developer estimates that the cost to construct the Park Facilities will be \$4,650,000 ("Park Costs") as shown in **Exhibit "A"**.
- G. Developer estimates expenditures for the Park Facilities will exceed the Park DIF Obligation applicable to the Property by approximately \$1,852,464 (i.e., Park Costs less Park DIF Obligation).

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, City and Developer hereby agree as follows:

**ARTICLE 1  
RECITALS INCORPORATED**

1.0 **Recitals Incorporated.** The foregoing recitals are true and correct, and are part of this Agreement for all purposes.

**ARTICLE 2  
CREDIT AND REIMBURSEMENT**

2.0 **Park Fee Credit.** Developer's execution of this Agreement and conveyance of the park site and Park Facilities are intended to be in lieu of Park DIF imposed by the City. Consequently, the City shall not collect the Park DIF with respect to the Property. Developer shall be entitled to credit in an amount up to the Park DIF Obligation for the Park Costs that will be incurred by Developer ("Park DIF Credits"). Developer shall provide documentation substantiating the Park Costs incurred to construct the Park Facilities and such other documentation as may be requested by City. City's approval and verification of the Park Costs shall not be unreasonably withheld, delayed or conditioned. No Park DIF Credits shall be available to Developer for Park Costs in excess of the Park DIF Obligation applicable to the Property. Park DIF Credits shall not be available for credit against any other fees, taxes or charges including development impact fees charged by the City which shall continue to apply in full force and effect.

2.1 **Return of Park DIF Deposits.** Upon approval of this Agreement, City shall return to Developer, without interest, the Park DIF Deposits for 55 residential units in the amount of \$686,895.00. If any additional Park DIF are deposited by Developer prior to approval of this Agreement such Park DIF shall also be returned to Developer upon approval of this Agreement. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to reimburse any amount to Developer for amounts by which its expenditures toward Park Facilities on the Property exceed the amount of the Park DIF Obligation with respect to the Property.

2.2 **Limitation.** No credit shall be available regarding expenditures for Park Facilities in excess of the Park DIF Obligations. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to reimburse any amount to Developer for amounts by which its expenditures toward Park Facilities on the Property exceed the amount specified herein.

2.2.0 **Limit on City Liability.** Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, City's general or special funds, or any other funds in the hands of City or its accounts now and in the future. City shall have no obligation to reimburse Developer for expenditures for Park Facilities other than as provided hereunder.

2.2.1 **Indemnification.** Developer shall assume the defense of, indemnify and save harmless, City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, this Agreement, and the design and construction of the Park Facilities. No provision of this Agreement shall in any way limit the extent of Developer's responsibility for payment of damages resulting from the operations of Developer and its contractors; provided, however, that Developer shall not be required to indemnify City as to damages resulting from sole negligence or willful misconduct of City or its agents or employees.

### **ARTICLE 3 ASSIGNMENTS OF REIMBURSEMENTS AND CREDITS**

3.0 **Assignment Permitted.** Developer may assign the rights under this Agreement to receive Park DIF Credit to any person or entity which purchases all or a part of the Property in the proportion applicable to the portion of the Property being purchased. All assignments of the right to Park DIF Credit pursuant to this Article shall be subject to City's prior written consent, which consent shall not be unreasonably withheld or delayed and shall require that the assignee agree to be bound by all of the terms and provisions of this Agreement.

### **ARTICLE 4 MISCELLANEOUS**

4.0 **Entire Agreement.** This Agreement represents the entire agreement of the parties relating to the subject matter of this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

4.1 **Attorneys' Fees.** The prevailing party in any proceedings, judicial or otherwise, brought to enforce the terms of this Agreement, shall be entitled to reasonable attorney fees and costs in prosecuting or defending such proceedings.

4.2 **Notices.** Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) on personal delivery, (b) on the second business day after mailing by certified or registered United States Mail, return receipt requested or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to City:  
City Manager  
City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

If to Developer:  
Lennar Homes  
980 Montecito Drive, Suite 302  
Corona, CA 92879  
Attn.: Brian King

4.3 **Enforced Delay, Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, acts of terrorism, insurrection, strikes, walkouts, riots, energy shortages, energy rationing, floods, drought, rain, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

4.4 **Relationship Between Parties.** Developer and the City agree that (a) the relationship between them is, is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of a private developer as to Developer and a public agency as to the City and (b) no party is intended to be or shall be construed as a partner, joint venture, alter ego, manager, controlling person or other business associate or participant of any kind of any other party or any of its affiliates and no party intends to ever assume such status.

4.5 **Governing Law.** This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

4.6 **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

4.7 **Severability.** If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

4.8 **Authority to Bind.** Each person signing this Agreement warrants that it is authorized to bind its respective Party on whose behalf they sign.

**CITY OF LOMA LINDA**  
a Municipal Corporation

**DEVELOPER**  
Lennar Homes of California, Inc., a  
California corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

**Citrus Trails Park Costs**

<b>Park Facilities</b>	<b>Estimated Park Costs</b>
Upper Park	\$3,357,500
Lower Park	940,000
Paseo Trail	352,500
<hr/>	
Total	\$4,650,000



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Dan Harker, Fire Chief *DH*

SUBJECT: Declare Department Water Tender surplus vehicle, authorize disposition of proceeds

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that the City Council declare the Fire Department's 1996 Central States Attack Water Tender surplus and authorize it to be auctioned off. It is also recommended that the City Council authorized proceeds to be deposited in the Reserve for Equipment Replacement account 01-4012 to be used for future fire apparatus needs.

## BACKGROUND

The 1996 Water Tender has served as an auxiliary piece of equipment that was used as needed for water supply in situations where our primary source of water (hydrant) is unavailable. This unit also was used to assist our cooperators during significant wildfires to provide water in remote locations. The vehicle has exceeded its service life and now costs the City more money to keep it in service than it is worth. Personnel have removed all salvageable equipment and prepped the unit in preparation for and to maximize possible proceeds from resale.

## ANALYSIS

The water tender has served its purpose and now costs more to maintain than its worth. Also, based on the dynamic changes the department has gone through, from a combination department with paid call firefighters to a career department, the ability to use this auxiliary piece of equipment no longer exists. It is now time to surplus the vehicle and auction it off.

## FINANCIAL IMPACT

Depositing proceeds in Reserve for Equipment Replacement Account 01-4012 will help offset the impact of future apparatus replacement expenses.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: March 10, 2020  
TO: City Council  
FROM: T. Jarb Thaipejr, City Manager/Public Works Director

Approved/Continued/Denied By City Council Date _____
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SUBJECT: Discontinuation of residential water service for nonpayment pursuant to SB 998

- a. Council Bill #O-2020-02 (Introduce on First Reading and set Public Hearing and second reading for April 14, 2020) – Amending Title 13, Chapter 13.04 and 13.06 of the Loma Linda Municipal Code concerning Discontinuation of Residential Water Service for Nonpayment.
- b. Council Bill #R-2020-07 – Adopting a policy for Discontinuation of Residential Water Service for Nonpayment.

## **RECOMMENDATION**

It is recommended that the City Council introduce Council Bill #O-2020-02 on First Reading and set Public Hearing and second reading for April 14, 2020; and adopt Council Bill #R-2020-07 adopting a policy for Discontinuation of Residential Water Service for Nonpayment.

## **BACKGROUND**

Senate Bill 998 was signed by the Governor on September 28, 2018. SB 998 requires urban water suppliers that provide water to more than 200 water connections to adopt a detailed written policy (Policy) concerning residential water service shutoffs for nonpayment and to follow specific procedures prior to discontinuation of residential water service by February 1, 2020. The Bill is intended to minimize the number of customers who lose access to water services. The Bill specifically prohibits the City from discontinuing residential water service for nonpayment until a customer has been delinquent for at least 60 days. Additionally, the City is required to develop alternative payment arrangements with a delinquent customer in order to ensure continuation of residential water service.

The Bill requires that the Policy be available on the City's website and be provided to customers in writing upon request. The policy must be made available in six specified

languages, including English, Spanish, Chinese, Tagalog, Vietnamese and Korean, as well any additional languages spoken in by at least 10% of the City's residents.

### **ANALYSIS**

Staff has reviewed the Municipal Code determined that compliance with the requirements of SB 998 would require an amendment of the Code.

### **FINANCIAL IMPACT**

The timeframe to collect revenues from delinquent residential customers will increase.

## Senate Bill No. 998

### CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AMENDING TITLE 13, CHAPTER 13.04 AND 13.06 OF THE LOMA LINDA MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

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

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial, and industrial customers throughout the City’s jurisdiction; and

WHEREAS, in 2018, the California Legislature adopted Senate Bill 998 (“SB 998”) which adopted new and expanded protections regarding discontinuation of water service for nonpayment and related matters; and

WHEREAS, the City Council desires to amend the Loma Linda Municipal Code to ensure consistency with the requirements of SB 998 and other laws.

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

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

SECTION 2. Section 13.04.750 of the Loma Linda Municipal Code is hereby amended to read as follows:

**13.04.750 Charges due when.**

Water charges are due and payable upon presentation to the property owner or his tenant or agency as designated in the application. Accounts are delinquent fifteen days after the date indicated on the bill.

SECTION 3. Section 13.04.760 of the Loma Linda Municipal Code is hereby amended to read as follows:

**13.04.760 Billing—Payment due notice required.**

Bills for metered water services shall be rendered at the end of each billing period. Flat rate service shall be billed in advance. Bills shall be payable on presentation. On each bill for water service rendered by the utility services division (water) shall be printed substantially as follows: "Payment is due within fifteen (15) days of billing date. Service may be turned off if account is unpaid."

SECTION 4. Section 13.04.890 of the Loma Linda Municipal Code is hereby amended to read as follows:

**13.04.890 Service discontinuance authorized for nonpayment.**

Non-residential service may be discontinued if payment is not made by the delinquent date. Service to residential accounts may be discontinued if bills are delinquent for sixty (60) calendar days.

SECTION 5. Section 13.04.1020 of the Loma Linda Municipal Code is hereby amended to read as follows:

**13.04.1020 Civil penalties for violation.**

Unless otherwise provided by resolution in the City policy on residential water service shut-off for nonpayment, violators of the mandatory provisions of this chapter shall be subject to civil action initiated by the city as follows:

A. First Violation. For a first violation, the city shall issue a written notice of violation to the water user violating the provisions of this chapter. The notice shall be given pursuant to the requirements listed in Sections 13.04.970 and 13.04.980.

B. Second Violation. For a second violation of this chapter within a twelve-month period or for failure to comply with the notice of violation within the period stated, a surcharge of one hundred dollars is imposed for the meter through which the wasted water was supplied.

C. Third Violation. For a third violation of this chapter within a twelve-month period, or for continued failure to comply within thirty days after notice of an imposition of second violation sanctions, a one-month penalty surcharge in the amount of two hundred dollars is imposed for the meter through which the wasted water was supplied. In addition to the surcharge, the city may, at its discretion, install a flow-restricting device at such meter with a one-eighth inch orifice for services up to one and one-half inch size, and comparatively sized restrictors for larger services, on the service of the customer at the premises at which the violation occurred for a period of not less than forty-eight hours. The charge to the customer for installing a flow-restricting device shall be based upon the size of the meter and the actual cost of installation but shall not be less than that provided in the city's rules and regulations. The charge for removal of the flow-restricting device and restoration of normal service shall be as provided in the city's rules and regulations.

D. Subsequent Violations—Discontinuance of Service. For any subsequent violation of this chapter within the twenty-four calendar months after a first violation as provided in this section, the penalty surcharge shall be imposed and the city may discontinue water service to that customer at the premises or to the meter where the violation occurred. The charge for reconnection and restoration of normal service shall be as provided in the rules and regulations of the city. Such restoration of service shall not be made until the director of public services of the city has determined that the water user has provided reasonable assurances that future violations of this chapter by such user will not occur.

SECTION 6. Section 13.06.050 of the Loma Linda Municipal Code is hereby amended to read as follows:

**13.06.050 Credit rules—Payment of bills.**

A. Water bills are due and payable upon presentation; delinquent fifteen days after mailing date.

B. If service is discontinued for non-payment of bill, a turn-on charge pursuant to resolution, plus payment of the full amount for utility service is required before services will be restored.

C. Delinquent notices are sent twenty days after the mailing date. Water service may be discontinued.

D. Ten days after service has been discontinued, consumer's prepayment will be applied to unpaid balance and accrue to city unless delinquent charges have been paid.

E. Notice of intention to discontinue water service shall be given to the applicant for water service at any time after the delinquent notice has been mailed. The notice to discontinue water service shall include a date water service shall be discontinued and shall afford an opportunity for the applicant or an affected party to be heard regarding reasons why water service should not be discontinued. Copies of the notice shall be sent to occupants of the premises.

F. Not less than twenty-four hours before discontinuance of water service as to a non-residential customer, or five (5) days as to a residential customer, the property shall be notified of the pending discontinuance of service by the placement of a door hanger final notice on a conspicuous door upon the premises which shall state substantially as follows:

“Because of non-payment of your last utility bill, your services will be discontinued on \_\_\_\_\_.”

G. Service will not be resumed until a prepayment in accordance with Section 13.06.030 is reconstituted plus payment of a turn-on charge as established by resolution.

H. Court action shall be instituted by the city manager or his designated representative to recover any amount outstanding after the prepayment has been applied to bill.

SECTION 7. Section 13.06.090 is hereby added to Title 13, Chapter 06 of the Loma Linda Municipal Code to read as follows:

**13.06.090 Policy on discontinuation of residential water service.**

The City Council may, by resolution or motion, adopt a policy for discontinuation of residential water service. Such policy may include, but may not be limited to, additional procedures concerning billing, discontinuation of service, notifications, restoration of service, contesting or appealing a bill, extensions and alternative payment arrangements, protections available to qualified low-income customers, and related matters. To the extent a policy adopted pursuant to this section conflicts with any provisions of this Title, the policy shall control.

SECTION 8. CEQA. The City Council has determined that the proposed Ordinance is not a “project” as defined by the California Environmental Quality Act (“CEQA”) Guidelines Section 15378.

SECTION 9. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published at least once in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 10<sup>th</sup> day of March 2020, and was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 by the following vote to wit:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Mayor of the City of Loma Linda

ATTEST:

\_\_\_\_\_  
Barbara Nicholson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard E. Holdaway, City Attorney

**13.04.750 Charges due when.**

Water charges are due and payable ~~upon presentation within twenty days of billing date~~ to the property owner or his tenant or agency as designated in the application. ~~Accounts are and delinquent fifteen twenty~~ days after the date indicated on the bill. ~~Service may be discontinued without further notice if payment is not made by the delinquent date.~~

**13.04.760 Billing—Payment due notice required.**

Bills for metered water services shall be rendered at the end of each billing period. Flat rate service shall be billed in advance. Bills shall be payable on presentation. On each bill for water service rendered by the utility services division (water) shall be printed substantially as follows: "Payment is due within ~~fifteen twenty~~ (1520) days of billing date. Service may be turned off if account is unpaid."

**13.04.890 Service discontinuance authorized for nonpayment.**

~~Service may be discontinued for nonpayment of bills on or before the twentieth day following the date of billing. Non-residential service may be discontinued if payment is not made by the delinquent date. Service to residential accounts may be discontinued if bills are delinquent for sixty (60) calendar days.~~

**13.04.1020 Civil penalties for violation.**

~~Unless otherwise provided by resolution in the City policy on residential water service shut-off for nonpayment.~~ Violators of the mandatory provisions of this chapter shall be subject to civil action initiated by the city as follows:

- A. First Violation. For a first violation, the city shall issue a written notice of violation to the water user violating the provisions of this chapter. The notice shall be given pursuant to the requirements listed in Sections 13.04.970 and 13.04.980.
- B. Second Violation. For a second violation of this chapter within a twelve-month period or for failure to comply with the notice of violation within the period stated, a surcharge of one hundred dollars is imposed for the meter through which the wasted water was supplied.
- C. Third Violation. For a third violation of this chapter within a twelve-month period, or for continued failure to comply within thirty days after notice of an imposition of second violation sanctions, a one-month penalty surcharge in the amount of two hundred dollars is imposed for the meter through which the wasted water was supplied. In addition to the surcharge, the city may, at its discretion, install a flow-restricting device at such meter with a one-eighth inch orifice for services up to one and one-half inch size, and comparatively sized restrictors for larger services, on the service of the customer at the premises at which the violation occurred for a period of not less than forty-eight hours. The charge to the customer for installing a flow-restricting device shall be based upon the size of the meter and the actual cost of installation but shall not be less than that provided in the city's rules and regulations. The charge

for removal of the flow-restricting device and restoration of normal service shall be as provided in the city's rules and regulations.

D. Subsequent Violations—Discontinuance of Service. For any subsequent violation of this chapter within the twenty-four calendar months after a first violation as provided in this section, the penalty surcharge shall be imposed and the city may discontinue water service to that customer at the premises or to the meter where the violation occurred. The charge for reconnection and restoration of normal service shall be as provided in the rules and regulations of the city. Such restoration of service shall not be made until the director of public services of the city has determined that the water user has provided reasonable assurances that future violations of this chapter by such user will not occur.

**13.06.050 Credit rules—Payment of bills.**

A. Water bills are due and payable upon presentation; delinquent ~~fifteen~~ days after mailing date.

B. If service is discontinued for non-payment of bill, a turn-on charge pursuant to ~~resolution, executive order,~~ plus payment of the full amount for utility service is required before services will be restored.

C. Delinquent notices are sent twenty days after the mailing date. Water service may be discontinued.

D. Ten days after service has been discontinued, consumer's prepayment will be applied to unpaid balance and accrue to city unless delinquent charges have been paid.

E. Notice of intention to discontinue water service shall be given to the applicant for water service at any time after the delinquent notice has been mailed. The notice to discontinue water service shall include a date water service shall be discontinued and shall afford an opportunity for the applicant or an affected party to be heard regarding reasons why water service should not be discontinued. Copies of the notice shall be sent to occupants of the premises.

F. Not less than twenty-four hours before discontinuance of water service ~~as to a non-residential customer, or five (5) days as to a residential customer,~~ the property shall be notified of the pending discontinuance of service by the placement of a door hanger ~~final~~ notice on a conspicuous door upon the premises which shall state substantially as follows:

~~"Because of non-payment of your last utility bill, your services will be discontinued on \_\_\_\_\_."~~

G. Service will not be resumed until a prepayment in accordance with Section 13.06.030 is reconstituted plus payment of a turn-on charge ~~- as established by resolution. pursuant to executive order, except for Saturday, Sunday or holidays and after five p.m. on weekdays, for which a forty five dollars turn on charge shall apply, plus ten percent of the outstanding bill and two percent per month penalty charges.~~

H. Court action shall be instituted by the city manager or his designated representative to recover any amount outstanding after the prepayment has been applied to bill.

**13.06.090 Policy on discontinuation of residential water service.**

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The City Council may, by resolution or motion, adopt a policy for discontinuation of residential water service. Such policy may include, but may not be limited to, additional procedures concerning billing, discontinuation of service, notifications, restoration of service, contesting or appealing a bill, extensions and alternative payment arrangements, protections available to qualified low-income customers, and related matters. To the extent a policy adopted pursuant to this section conflicts with any provisions of this Title, the policy shall control.

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,  
CALIFORNIA, ADOPTING A POLICY FOR DISCONTINUATION OF  
RESIDENTIAL WATER SERVICE FOR NONPAYMENT

WHEREAS, California Health and Safety Code Section 116906 requires each urban and community water system, including the City of Loma Linda (“City”), to have a written policy on discontinuation of residential service for nonpayment, and such written policy must address specified subjects required by law; and

WHEREAS, pursuant to Section 13.06.090 of the Loma Linda Municipal Code, the City Council may, by resolution or motion, adopt a policy for discontinuation of residential water service, and such policy may include, but may not be limited to, provisions concerning billing procedures, discontinuation of service, notification procedures, restoration of service, procedures to contest or appeal a water bill, extensions or other alternative payment arrangements, protections available to qualified low-income customers, procedures for becoming a customer of the City under specified circumstances, and related matters; and

WHEREAS, the City Council desires to adopt the Policy for Discontinuation of Residential Water Service attached to this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA,  
CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby adopts the attached Policy for Discontinuation of Residential Water Service (the “Policy”). As provided in Section 13.06.090 of the LOMA LINDA Municipal Code, to the extent any provision of the Policy conflicts with any provisions of the Municipal Code, the Policy shall control.

SECTION 2. If any section, subsection, clause or phrase in the Policy or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Policy or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted the Policy and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 10<sup>th</sup> day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rhodes Rigsby, Mayor

ATTEST:

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Barbara Nicholson, City Clerk

APPROVED AS TO FORM:

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Richard E. Holdaway, City Attorney

## Policy for Discontinuation of Residential Water Service

1. **Application of Policy.** This Policy on Residential Water Service Shut-Off for Nonpayment ("Policy") shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the City's Customer Service staff can be reached at 909-799-2845. Customers may also visit the City Hall in person Monday through Thursday from 9:00 a.m. to 5:00 p.m., except on City holidays.

3. **Billing Procedures.** Water service charges are payable to the City once every two months or at such other frequency as determined by the City Council from time to time. All bills for water service are due and payable upon presentation and shall become delinquent fifteen (15) calendar days after date of mailing.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) calendar days, the City may discontinue water service to the service address.

4.1 Written Notice to Customer. The City will provide a mailed notice to the customer of record at least fifteen (15) calendar days before discontinuation of water service. The notice will contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
- (e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, alternative payment schedule, or payment reduction;
- (f) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

#### 4.2 Written Notice to Occupants or Tenants.

(a) If the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, or if the customer of record's mailing address is not the same as the service address, the City will also send a notice to the occupants living at the service address at least ten (10) calendar days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(b) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) calendar days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the Finance Department, Utility Billing who can assist the occupants in continuing service. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

In-Person or Telephonic Notice. The City will also make a reasonable, good faith effort to contact the customer of record or adult person living at the service address in person or by telephone at least seven (7) calendar days before discontinuation of service.

4.3 Posting of Notice at Service Address. If the City is unable to contact the customer or an adult person living at the service address in person or by telephone, the City will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of this Policy will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice will include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;

- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.4 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;
- (b) During the pendency of an appeal to the City Council under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a City approved extension, amortization, alternative payment schedule, or reduction under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.5 Circumstances Under Which Service Through a Master Meter Will Not Be Discontinued. If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will not discontinue residential water service for nonpayment under the following circumstances:

- (a) If a delinquent account relates to another property owned, managed, or operated by the customer;
- (b) If a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residential occupants or the public.

4.6 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The City will not discontinue water service if all of the following conditions are met:
  - (i) The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or

pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

- (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
  - (iii) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, alternative payment schedule, or payment reduction with respect to the delinquent charges.
- (b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; (3) an alternative payment schedule; or (4) a reduced payment. The Finance Director or Utilities Superintendent will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs. Any payment arrangement entered into pursuant to this Section will be subject to the terms, conditions, and remedies, in Section 6.
- (c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) calendar days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).
- (d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amortized amount due under the amortization schedule; (c) to

pay any amount due under an alternative payment schedule; (d) to pay the reduced payment amount by its due date; or (e) to pay his or her current charges for water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

4.7 Time of Discontinuation of Service. The City will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the City's office is not open to the public.

4.8 Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

## **5. Procedures to Contest or Appeal a Bill.**

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within ten (10) calendar days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) calendar days after mailing.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by the Finance Director or Utilities Superintendent, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, alternative payment schedule, or payment reduction under Section 6.

5.3 Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at a upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) calendar days before the meeting. The decision of the City Council shall be final.

## **6. Extensions and Other Alternative Payment Arrangements.**

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within thirteen (13) calendar days after mailing a written notice of discontinuation of service by the City, the request will be

reviewed by the Finance Director or Utilities Superintendent. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

6.2 Extension. If approved by the City, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The Finance Director or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Amortization. If approved by the City, a customer's payment of his or her unpaid balance may be amortized over a period not to exceed twelve (12) months, as determined by the Finance Director or designee, in his or her discretion. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the amortization period, the customer must remain current on all water service charges accruing during any subsequent billing periods. The amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Alternative Payment Schedule. If approved by the City, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the Finance Director or Utilities Superintendent in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.

6.5 Payment Reduction. At the discretion of the Finance Services Director or Utilities Superintendent, a customer may receive a reduction of the unpaid balance owed by the customer for water service. The Finance Director or Utilities Superintendent shall determine, in his or her discretion, whether to grant a reduced payment. The amount of the reduced payment and the due date will be set forth in writing and provided to the customer.

6.6 Failure to Comply. If a customer fails to comply with a payment arrangement approved by the City under this section, or fails to pay his or her current charges for water service, and the original amount due is more than 60 days delinquent, the City may discontinue water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

## **7. Specific Programs for Low-Income Customers.**

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will:

- (a) Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150). The limits will only apply if the City's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.
- (b) Waive interest charges on delinquent bills once every 12 months. The City will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The City will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

## **8. Procedures for Occupants or Tenants to Become Customers of the City.**

8.1 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.2 Verification of Tenancy. In the case of a detached single-family dwelling, in order for the amount due on the delinquent account to be waived, an occupant who becomes a customer shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

8.3 Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any occupant who becomes a customer of the City pursuant to this Section 8

and whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the City for those services during the preceding payment period.

9. **Third Party Notification Service for Seniors and Dependent Adults.** The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) calendar days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.

11. **Other Remedies.** In addition to discontinuation of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

12. **Discontinuation of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

13. **Decisions by City Staff.** Any decision which may be taken by the Finance Director under this Policy may be taken by his or her designee.

Adopted: \_\_\_\_\_ by Resolution No. \_\_\_\_\_

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF MARCH 10, 2020

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, March 10, 2020 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](http://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](http://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 April 14, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, March 31, 2020.**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session**

**D. Items To Be Added Or Deleted**

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

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

**G.**     **Scheduled Items**

**H.**     **Consent Calendar**

1.     Demands Registers
2.     Minutes of February 25, 2020

**I.**     **New Business**

**J.**     **Chair and Member Reports**

**K.**     **Reports of Officers**

**L.**     **Adjournment**



# Loma Linda Housing Authority Official Report

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Rhodes Rigsby, Chairman  
John Lenart, Vice Chairman  
Ovidiu Popescu, Member  
Phillip Dupper, Member  
Ronald Dailey, Member

HOUSING AUTHORITY AGENDA: March 10, 2020  
TO: Housing Authority Board  
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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## **RECOMMENDATION**

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

vchlist  
03/02/2020 5:07:29PM

Voucher List  
CITY OF LOMA LINDA  
02-29-2020 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2236	2/20/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	200371 - HA		JAN 2020 H/A	864.20
					Total :	864.20
2237	2/20/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	200371-HA		JAN 2020 H/A	1,736.20
					Total :	1,736.20
2238	2/20/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	200371HA		DEC 2019 H/A	4,324.00
					Total :	4,324.00
2239	2/20/2020	004631 DHA CONSULTING, LLC	20-0105	P-0000016362	ANNUAL HOUSING AUTHORITY REPOF	1,020.00
					Total :	1,020.00
2240	2/25/2020	000110 BURTRONICS BUSINESS SYSTEM	AR67406 HA	P-0000015787	PRINTING SERVICES AND SUPPLIES	8.95
					Total :	8.95
5 Vouchers for bank code : bofaha					Bank total :	7,953.35
5 Vouchers in this report					Total vouchers :	7,953.35

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. 2236 through 2240 for a total disbursement of \$ 7,953.35, 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 03-10-2020 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist  
03/04/2020 5:15:44PM

Voucher List  
CITY OF LOMA LINDA  
03-10-2020 HA

Bank code : bofaha

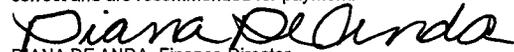
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2241	3/4/2020	006052 UNIVERSITY HOMES INC, C/O CMS	1341577		25613 PROSPECT AVE-MAR 2020 HOA	162.00
					Total :	162.00
2242	3/4/2020	005395 USBANK EQUIPMENT FINANCE	408335545 HA	P-0000015920	PRINTER LEASE AGREEMENT	27.01
					Total :	27.01
2243	3/10/2020	004547 ACSC	CHO 081927444	P-0000016429	AGNES PRICE/10942 CABRILLO LOOP	833.00
					Total :	833.00
2244	3/10/2020	006140 FARMERS INSURANCE, PAYMENT PROCESSI	G751920189	P-0000016417	Homeowners Insurance	1,533.82
					Total :	1,533.82
2245	3/10/2020	000336 FEDEX	6-935-96198	P-0000015806	COURIER SERVICE	26.22
					Total :	26.22
2246	3/10/2020	006139 FIRST AMERICAN PROPERTY, & CASUALTY IN	PCHO 221029	P-0000016418	Homeowners Insurance	852.00
					Total :	852.00
2247	3/10/2020	001613 OFFICE DEPOT, INC	446105728001 HA	P-0000015841	SIGN HERE FLAGS	6.37
					Total :	6.37
7 Vouchers for bank code : bofaha						Bank total : 3,440.42
7 Vouchers in this report						Total vouchers : 3,440.42

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. 2241 through 2247 for a total disbursement of \$ 3,440.42, 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 03-10-2020 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



# Loma Linda Housing Authority Official Report

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Rhodes Rigsby, Chairman  
John Lenart, Vice Chairman  
Ovidiu Popescu, Member  
Phillip Dupper, Member  
Ronald Dailey, Member

HOUSING AUTHORITY AGENDA: March 10, 2020  
TO: Housing Authority Board  
SUBJECT: Minutes of February 25, 2020

Approved/Continued/Denied By City Council Date _____
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## **RECOMMENDATION**

It is recommended that the City Council approve the minutes of February 25, 2020.

Loma Linda Housing Authority

Minutes

A Regular Meeting of February 25, 2020

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 7:16 p.m., Tuesday, February 25, 2020, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Board Members Present:

Chairman Rhodes Rigsby  
Vice Chairman John Lenart  
Ovidiu Popescu  
Phill Dupper  
Ron Dailey

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.

**Scheduled Items**

HA-2020-06

CC-2020-12 **Joint meeting of the City Council and Housing Authority Board** regarding 2020-2021 Mid-Year Budget Review including expenditure appropriations and revenue adjustments

Finance Director DeAnda reviewed:

- Proposed changes in revenue and expenditures by fund type;
- Proposed General Fund revenue changes totaling \$(2,614,500); all funds totaling \$3,765,30095;
- Proposed General Fund expenditure changes totaling \$745,100; all funds totaling \$(1,978,200).

Discussion ensued with Finance Director DeAnda and City Manager Thaipejr responding to questions.

**Motion by Dailey, seconded by Popescu and carried unanimously to approve changes in revenues and expenditures are presented and outlined in the staff report**

The Housing Authority Board recessed at 7:32 to allow for completion of the City Council agenda and reconvened at 7:43 p.m.

**HA-2020-07 – Consent Calendar**

**Motion by Dailey, seconded by Lenart and carried unanimously to approve the following:**

The Demands Register dated February 25, 2020 with commercial demands totaling \$7,321.58.

The minutes of February 11, 2020 as presented.

The meeting adjourned at 7:43 p.m.

Approved at the meeting of

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Secretary

DRAFT

CITY OF LOMA LINDA  
CITY COUNCIL AS SUCCESSOR AGENCY  
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF MARCH 10, 2020

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, March 10, 2020 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](http://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](http://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 April 14, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, March 31, 2020.**

**A.**     **Call To Order**

**B.**     **Roll Call**

**C.**     **Items To Be Added Or Deleted**

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

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

**F.**     **Consent Calendar**

1.       Demands Register
2.       Minutes of February 25, 2020

**G.**     **Adjournment**



# City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: March 10, 2020  
TO: Board Members  
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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## **RECOMMENDATION**

It is recommended that the Successor Agency Board approve the attached list of demands for payment.

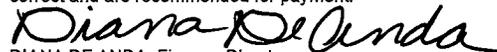
Voucher List  
CITY OF LOMA LINDA  
02-29-2020 SA

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1362	2/19/2020	004631 DHA CONSULTING, LLC	20-0104	P-0000016125	2019-20 A&B CONSULTANT SERVICES I	2,351.25
					Total :	2,351.25
1363	2/20/2020	001799 STRADLING, YOCCA, CARLSON, & RAUTH	200439-SA		JAN 2020	2,568.00
					Total :	2,568.00
1364	2/20/2020	001799 STRADLING, YOCCA, CARLSON, & RAUTH	200439-SA		DEC 2019	3,009.80
					Total :	3,009.80
3 Vouchers for bank code : bofasa						Bank total : 7,929.05
3 Vouchers in this report						Total vouchers : 7,929.05

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 1362 through 1364 for a total disbursement of \$ 7,929.05, 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 03-10-2020 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



# City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: March 10, 2020  
TO: Board Members  
SUBJECT: Minutes of February 25, 2020

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

It is recommended that the City Council approve the minutes of February 25, 2020.

City of Loma Linda  
City Council as Successor Agency  
To the Loma Linda Redevelopment Agency  
Minutes  
Regular Meeting of February 25, 2020

A regular meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 7:43 p.m., Tuesday, February 25, 2020, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:

Mayor Rhodes Rigsby  
Mayor pro tempore John Lenart  
Ovidiu Popescu  
Phill Dupper  
Ron Dailey

Councilmen Absent:

None

Others Present:

City Manager T. Jarb Thaipejr  
City Attorney Richard Holdaway

**SA-2020-03 - Consent Calendar**

**Motion by Popescu, seconded by Lenart and unanimously carried to approve the following item:**

The Demands Registers dated February 25, 2020 with commercial demands totaling \$863.13.

The Minutes of February 11, 2020 as presented.

The meeting adjourned at 7:44 p.m.

Approved at the meeting of

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City Clerk