

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF APRIL 9, 2019

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, April 9, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

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

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

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

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

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

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

Agenda item requests for the May 14, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Thursday, April 30, 2019.

A. Call To Order

B. Roll Call

C. Closed Session

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

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. Proclamation –
 - a. Child Abuse Prevention Month April 2019 – to be accepted by Jannette Zito, Children’s Network Staff Analyst
 - b. DMV/Donate Life Month April 2019 – to be accepted by Ina Strickland, One Legacy Ambassador
2. Presentation by 3rd District County Supervisor Dawn Rowe

I. Consent Calendar

3. Demands Register
4. Minutes of February 12, 2019
5. March 2019 Fire Department Report
6. Extend for one year the contract with Rogers, Anderson, Malody and Scott, LLP, Certified Public Accountants for auditing services [**Finance**]
7. Declare Equipment and Miscellaneous Items Surplus and Authorize Disposal [**Public Works**]
8. Reallocate \$159,000 of unspent encumbered Successor Agency Bond funds and approve the Notice of Completion for Waterline/Pavement Rehabilitation at Daisy Avenue, Iris Avenue, Tulip Avenue, Aster Street, Campus Street, and Starr Street (CPI18-182) – TK Construction, Contractor [**Public Works**]
9. Approve an Appropriation of \$10,000 to the Parks Maintenance Account for Increased Assessment Fees to the Bear Valley Extension Water and Pipe Line Company [**Public Works**]
10. Approve an Appropriation of \$27,000 from Special Projects Fund Balance and Award Contract for the Design of Fire Station No. 251 Remodel and Expansion (CIP 19-851) [**Public Works**]
11. Approve an amendment to the Passenger Amenity Program Agreement with Omnitrans [**Public Works**]
12. Council Bill #R 2019-10 and Final Parcel Map No. 19928 (south side of Redlands Boulevard, west of Poplar Street) [**Public Works**]
13. Amend Contract Agreement with Tryco General Engineering for the Replacement of Water Meters Various Locations. (CIP 18-650) [**Public Works**]
14. Award contract for Extreme Network Infrastructure Refresh [**Information Systems**]

J. Old Business

15. Council Bill #O-2019-03 (second reading/roll call vote) - adding Chapter 17.96 to the Loma Linda Municipal Code (LLMC) pertaining to the Installation of Wireless “Small Cell” Technology Within the Public Right-of-Way, and amending a Portion of Chapter 17.95 of the LLMC to insert clarifying language [**City Attorney**]

K. **New Business**

16. Council Bill #R-2019-09 – Adopting FY 2019-2020 list of projects to be funded by SB 1 –The Road Repair and Accountability Act and approving an appropriation of funds
[Public Works]
17. Authorize termination of the Animal Housing Service Agreement with the City of San Bernardino and approve an Animal Housing Service Agreement with the City of Redlands
[Assistant City Manager]

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 May 14, 2019



CITY OF LOMA LINDA, CA

PROCLAMATION "CHILD ABUSE PREVENTION MONTH"

April 2019

WHEREAS, in recognition of the right of all children to receive the care, protection and guidance a family provides; the right to be free from harm; and to have their physical, emotional and educational needs met, the State and Federal governments have proclaimed April 2019 as Child Abuse Prevention Month for the purpose of promoting community involvement in preventing child abuse; and

WHEREAS, in 2018, more than 32,000 children were referred to the San Bernardino County Department of Children's Services for suspected child abuse and neglect; and

WHEREAS, the Adverse Childhood Experiences (ACE) Study conducted by Drs. Vincent J. Felitti and Robert F. Anda demonstrates the long term health, social, and economic risks that result from childhood trauma; and

WHEREAS, as the prevention of child abuse requires rigorous solutions, energy, strength, determination and commitment from concerned citizens and the entire community, the County of San Bernardino provides services and professionals in the field of child abuse who are dedicated, compassionate and skilled in the prevention of child abuse; and

WHEREAS, with the Blue Ribbon as the international symbol for child abuse prevention, the San Bernardino County Children's Network, in partnership with the San Bernardino County Board of Supervisors, the member agencies of the San Bernardino County's Children's Policy Council and the Child Abuse Prevention Committee, have planned a Blue Ribbon Media Campaign- the 21st "Annual Shine a Light on Child Abuse" Awards Breakfast during the month of April to increase awareness;

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim April 2019 as

CHILD ABUSE PREVENTION MONTH

in the City of Loma Linda and encourage citizens, community organizations, schools, nonprofits, businesses, and other entities to participate in the events and to join in the efforts to prevent child abuse and provide for children's physical, emotional and developmental needs.

SIGNED this 9th day of April 2019.



Rhodes Rigsby, Mayor



CITY OF LOMA LINDA, CA

PROCLAMATION

"DMV/Donate Life California Month"

April 2019

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as the greatest expression of compassion to those in need and each year millions of lives are saved and healed by donors of organs, tissue, marrow and blood; and

WHEREAS, with more than 113,000 individuals nationwide and more than 21,000 in California currently on the national organ transplant waitlist, with the especially urgent in Hispanic and African American communities, 20 people die each day while waiting for a donated organ; and

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California and at any given time, 6,000 patients are in need of volunteer marrow donors; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and enhance the lives of up to 75 others; and a single blood donation can help three people in need; and

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition and over fifteen million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Registry when applying for or renewing their driver licenses or ID cards at the California Department of Motor Vehicles;

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim the month of April 2019

"DMV/Donate Life California Month"

in Loma Linda and encourage all Californians to learn the facts about organ and tissue donation and to check "YES" when applying for or renewing their driver license or ID card or by registering at www.donateLIFEcalifornia.org.

SIGNED this 9th day of April 2019.



Rhodes Rigsby, Mayor



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: April 9, 2019
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
03/20/2019 5:33:03PM

Voucher List
CITY OF LOMA LINDA
03-26-2019

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
455883	3/8/2019	000454 ICMA RETIREMENT CORP	2019030700455883		ICMA CONTRIBUTIONS-02/17-03/02/201	26,328.14
					Total :	26,328.14
628064	3/12/2019	001862 U.S. POSTAL SERVICE	REQUEST		PRESORT POSTAGE PERMIT #1277	2,000.00
					Total :	2,000.00
628065	3/12/2019	005791 CENTURYLINK	78615795	P-0000015176	CITY INTERNET AND VOIP	306.72
					Total :	306.72
628066	3/14/2019	000213 TIME WARNER	8448 40 053 0030597	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	38.91
					Total :	38.91
628067	3/14/2019	005502 FRONTIER COMMUNICATIONS	STMTS-4		PHONE SERVICE	271.44
					Total :	271.44
628068	3/14/2019	000026 VERIZON WIRELESS	9825145223		S.C.A.D.A. DATA CARD LAP TOP	38.01
					Total :	38.01
628069	3/14/2019	001261 THE GAS COMPANY	STMTS-4		GAS SERVICE	2,589.87
					Total :	2,589.87
628070	3/14/2019	001356 STAPLES BUSINESS ADVANTAGE	3403122610	P-0000015075	BEVERAGE STIRRERS, ADDING MACH	65.76
					Total :	65.76
628071	3/14/2019	001733 LOWE'S COMPANIES, INC.	79165	P-0000015513	GE 27 CUBIC FT FRENCH DOOR REFR	1,615.17
					Total :	1,615.17
628072	3/14/2019	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	59.78
					Total :	59.78
628073	3/14/2019	001245 SO CALIF EDISON	STMTS-4		ELECTRICITY SERVICE	317.67
					Total :	317.67
628074	3/14/2019	001245 SO CALIF EDISON	STMTS-13		ELECTRICITY SERVICE	4,704.55
					Total :	4,704.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628075	3/14/2019	001245 SO CALIF EDISON	STMTS-6		ELECTRICITY SERVICE	265.79
					Total :	265.79
628076	3/14/2019	001245 SO CALIF EDISON	2-34-867-5984		ELECTRICITY SERVICE	792.86
					Total :	792.86
628077	3/14/2019	001245 SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	28,119.14
					Total :	28,119.14
628078	3/14/2019	001245 SO CALIF EDISON	STMTS-27		ELECTRICITY SERVICE	10,409.94
					Total :	10,409.94
628079	3/14/2019	005453 LARRY AGRE, MATCO TOOLS	373281	P-0000015037	HEX WRENCH	5.03
					Total :	5.03
628080	3/14/2019	005453 LARRY AGRE, MATCO TOOLS	374551	P-0000015037	HEX KEY SET	46.96
					Total :	46.96
628081	3/14/2019	000840 CITY OF SAN BERNARDINO	92661-90878	P-0000014987	WATER PURCHASES	36.30
					Total :	36.30
628082	3/14/2019	000840 CITY OF SAN BERNARDINO	92661-76164	P-0000014987	WATER PURCHASES	547.10
					Total :	547.10
628083	3/14/2019	005256 FLYERS ENERGY, LLC	19-868785	P-0000015009	FUEL	5,274.34
					Total :	5,274.34
628084	3/14/2019	000026 VERIZON WIRELESS	9825145222		WIRELESS PHONE SERVICE	2,579.70
					Total :	2,579.70
628085	3/18/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	36735-36739		PROFESSIONAL/LEGAL SERVICES	2,543.69
					Total :	2,543.69
628086	3/18/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	36.31
					Total :	36.31
628087	3/18/2019	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	61.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628087	3/18/2019	000917 000917 ZAHADA K SINGH	(Continued)			Total : 61.03
628088	3/18/2019	003628 U.S. BANK CORPORATE PYMNT SYS	4246 0445 5565 0021		CALCARD PURCHASES	14,711.32
						Total : 14,711.32
628089	3/19/2019	000213 TIME WARNER	8448 40 053 0020150	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	86.78
						Total : 86.78
628090	3/19/2019	000213 TIME WARNER	8448 40 053 0212906	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	50.44
						Total : 50.44
628091	3/19/2019	000840 CITY OF SAN BERNARDINO	133-132	P-0000014987	WATER SERVICES	1,393.90
						Total : 1,393.90
628092	3/19/2019	000143 CSMFO	MEMBERSHIP RENEWAI		2019 CSFMO MUNICIPAL MEMBERSHIF	110.00
						Total : 110.00
628093	3/19/2019	003147 AGA	ID 70094		AGA MEMBERSHIP RENEWAL	110.00
						Total : 110.00
628094	3/19/2019	005256 FLYERS ENERGY, LLC	19-847782	P-0000015009	FUEL	345.21
						Total : 345.21
628095	3/19/2019	004401 ORKIN PEST CONTROL	179170713	P-0000015286	PEST CONTROL SERVICES AT 25964 M	125.00
						Total : 125.00
628096	3/19/2019	004401 ORKIN PEST CONTROL	180238393	P-0000015286	PEST CONTROL SERVICES AT 25964 M	125.00
						Total : 125.00
628097	3/20/2019	003812 NATHANIEL BOUCHER	REQUEST		DEPENDENT CARE REIMBURSEMENT-	7,650.00
						Total : 7,650.00
628098	3/20/2019	001730 AFLAC	820633		AFLAC INSURANCE PREMIUM-MAR 20	2,401.16
						Total : 2,401.16
628099	3/20/2019	001851 UNUM INSURANCE	0091890-001 0		LIFE INSURANCE PREMIUM-APR 2019	712.19
						Total : 712.19

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628100	3/20/2019	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-AF	4,719.39
					Total :	4,719.39
628101	3/26/2019	005827 ADAM HALL'S PLANT NURSERY	006844	P-0000014971	LANDSCAPE MATERIALS & SUPPLIES	62.50
					Total :	62.50
628102	3/26/2019	000029 AGUA MANSA PROPERTIES, INC	43762	P-0000014972	CONCRETE	140.00
			43765	P-0000014972	CONCRETE	140.00
			43996	P-0000014972	CONCRETE	140.00
			44025	P-0000014972	CONCRETE	140.00
					Total :	560.00
628103	3/26/2019	002254 ANIXTER INC	143861592	P-0000015547	SWITCHES FOR TRAFFIC SIGNALS	3,140.52
			143861593	P-0000015547	SWITCHES FOR TRAFFIC SIGNALS	818.47
					Total :	3,958.99
628104	3/26/2019	001400 BOOT BARN 4 SAN BERNARDINO	IVC0169437	P-0000015570	UNIFORM PURCHASE BY PW DEPT	1,083.19
			IVC0170226	P-0000014978	UNIFORM BOOTS & UNIFORM PANTS	121.49
					Total :	1,204.68
628105	3/26/2019	000161 CA TOOL & WELDING SUPPLY	393565	P-0000014982	TOOLS AND WELDING SUPPLIES	208.69
			397866	P-0000014982	WELDING SUPPLIES	221.05
				P-0000014982		
					Total :	429.74
628106	3/26/2019	004071 CALIFORNIA BUILDING STANDARDS	1		GREEN BUILDING STANDARDS FEES F	1,346.40
					Total :	1,346.40
628107	3/26/2019	004397 CHEMPAK	107343	P-0000014984	GLOVES	139.54
					Total :	139.54
628108	3/26/2019	005284 CITY EMPLOYEES ASSOCIATES	MARCH 2019		DUES COLLECTED FOR MARCH 2019	504.00
			MARCH 2019-PAEA		DUES COLLECTED FOR MARCH 2019	209.00
					Total :	713.00
628109	3/26/2019	000160 CLEANSTREET, INC	93266	P-0000015154	STREET SWEEPING SERVICES	3,767.77
					Total :	3,767.77

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628110	3/26/2019	003090 COMPRESSED AIR SPECIALTIES	00034556		HOSE ASSEMBLY AND ADAPTER	384.51
					Total :	384.51
628111	3/26/2019	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-414776 6903-415154	P-0000015596 P-0000014992	LED FLOODLIGHTS ELECTRICAL SUPPLIES	1,551.13 456.07
					Total :	2,007.20
628112	3/26/2019	002238 DAVID CARTER, DIB'S SAFE & LOCK SERVICE	0000178136 0000233968	P-0000014999 P-0000014999	SAFE AND LOCK SERVICES SAFE AND LOCK SERVICES	290.90 135.84
					Total :	426.74
628113	3/26/2019	000325 EWING IRRIGATION PRODUCTS	6866863 6953856	P-0000015571 P-0000015005	BASES AND FENCE CAPS 50 LB TURFACE MOUND CLAY	1,803.08 493.56
					Total :	2,296.64
628114	3/26/2019	003197 FIRE APPARATUS SOLUTIONS	14188 14189	P-0000015008 P-0000015008	LADDER TESTING AND APPARATUS SE LADDER TESTING AND APPARATUS SE	2,430.98 329.20
					Total :	2,760.18
628115	3/26/2019	005502 FRONTIER COMMUNICATIONS	STMT-1		PHONE SERVICE	40.81
					Total :	40.81
628116	3/26/2019	005216 GENUINE AUTO PARTS	241747	P-0000015011	FLASHER AND LAMP	118.32
					Total :	118.32
628117	3/26/2019	005255 GOPHER PATROL	339224 339331 339332 339439 339441 340510	P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015276	GOPHER PATROL SRVS AT CITY PARK! GOPHER CONTROL SRVS AT COTTON	290.00 140.50 295.00 120.00 275.00 180.00
					Total :	1,300.50
628118	3/26/2019	000389 GRAINGER, INC	9099475924	P-0000015012	INDUSTRIAL SUPPLIES	23.36
					Total :	23.36
628119	3/26/2019	005646 GROSSBERG & HOEHN	11758 11809	P-0000013941 P-0000013941	HR LEGAL SERVICES HR LEGAL SERVICES	97.50 682.50

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628119	3/26/2019	005646 005646 GROSSBERG & HOEHN			(Continued)	Total : 780.00
628120	3/26/2019	002484 HAAKER EQUIPMENT CO	C49146 W54132	P-0000015572 P-0000015598	EQUIPMENT FOR NEW VACTOR TRUCI VEHICLE LIGHTS FOR VACTOR TRUCK	1,098.29 1,777.06 Total : 2,875.35
628121	3/26/2019	002204 HINDERLITER, DE LLAMAS & ASSOC	0030753-IN	P-0000015289	QUARTERLY SALES TAX SREVICE COM	16,014.53 Total : 16,014.53
628122	3/26/2019	000440 HOSPITALITY CAR WASH	190228	P-0000015021	CITY CAR WASH	17.00 Total : 17.00
628123	3/26/2019	000442 HUB CONSTRUCT SPECIALTIES, INC	134641-0 146428-0 149647-0	P-0000015022 P-0000015022 P-0000015022	MAXIFLEX GLOVE RAIN JACKET, RAIN PANTS, POLY BAG BELL FIELD MARKERS	256.61 333.28 56.97 Total : 646.86
628124	3/26/2019	000480 INLAND WATER WORKS SUPPLY	S1021453.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	1,895.40 Total : 1,895.40
628125	3/26/2019	002023 JOSEPH E BONADIMAN & ASSOCIATE	4575 B	P-0000015304	SURVEY MONUMENT PRESERVATION	911.00 Total : 911.00
628126	3/26/2019	005967 KB HOME COASTAL, INC.	3266 993764595		CONSTRUCTION PRE PAYMENT ACCOUNT CLOSED PREPAY REFUNDE	525.00 100.00 Total : 625.00
628127	3/26/2019	000250 L.N. CURTIS & SONS	INV261796 INV262508	P-0000015588 P-0000015458	SCBA FLOW TESTING (43 UNITS) REPLACEMENT AIRS BAGS	3,440.00 2,818.27 Total : 6,258.27
628128	3/26/2019	000557 LIFE ASSIST, INC.	904951	P-0000015040	EMERGENCY MEDICAL SUPPLIES AND	120.41 Total : 120.41
628129	3/26/2019	000570 LOMA LINDA FIREFIGHTERS ASSN	MARCH 2019		DUES & T-DON COLLECTED-MAR 2019	1,218.00 Total : 1,218.00
628130	3/26/2019	000575 LOMA LINDA PLUMBING, INC	1881	P-0000015043	PLUMBING	484.63

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628130	3/26/2019	000575 000575 LOMA LINDA PLUMBING, INC	(Continued)		Total :	484.63
628131	3/26/2019	001733 LOWE'S COMPANIES, INC.	27083	P-0000015044	CONCRETE	179.95
			27110	P-0000015044	10 FT STR LNK AND GRIT SILICA	38.34
			27525		CHAIN	5.78
			27580	P-0000015044	4 KEYS, WATER, DIESEL EXHAUST FLL	100.21
			27668	P-0000015044	LIGHT BULBS, 1 CASE OF WATER, SAF	72.34
			27711	P-0000015044	RESPIRATOR MASK	40.92
					Total :	437.54
628132	3/26/2019	004872 MAIL FINANCE INC, A NEOPOST USA COMPAN	N7627418	P-0000015097	Lease N17043418 Folder/Inserter	1,020.84
					Total :	1,020.84
628133	3/26/2019	001566 MALLORY SAFETY & SUPPLY, LLC	4604605	P-0000015046	SOFT PLUGS YELLOW	67.97
					Total :	67.97
628134	3/26/2019	005995 MICHAEL A GARCIA	013985349706		REIMBURSEMENT FOR PURCHASE OF	43.19
					Total :	43.19
628135	3/26/2019	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000745	P-0000015205	2018-19 MAINTENANCE CONTRACT FC	3,139.66
			000746	P-0000015204	2018-19 ANNUAL LMD MAINT CONTRAC	10,622.81
			000747	P-0000015206	2018-19 - MISC REPAIRS & MAINT IN LN	2,044.58
			000748	P-0000015558	TRIM TWO EUCALYPTUS TREES RICH	1,185.00
			000749		EXTRA WORK AT HERITAGE PARK HOL	386.65
			000750		MISSION PARKWAYS MEDIANS: REMO'	189.00
			000751	P-0000015207	MISC REPAIRS ON BARTON RD MEDIA	487.00
					Total :	18,054.70
628136	3/26/2019	001613 OFFICE DEPOT, INC	280425010001	P-0000015052	CREDIT FOR PAPER CARD STOCK	-19.92
			281352609001	P-0000015052	OFFICE SUPPLIES	91.47
			283538198001	P-0000015052	OFFICE SUPPLIES	54.91
				P-0000015052		
			283851981001	P-0000015052	WALL CALENDAR	18.41
			283852889001	P-0000015052	BOOK RECORD AND TRAY LETTER DE	51.59
					Total :	196.46
628137	3/26/2019	004401 ORKIN PEST CONTROL	181741047	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	66.48

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628137	3/26/2019	004401 004401 ORKIN PEST CONTROL	(Continued)			Total : 66.48
628138	3/26/2019	003951 ORNNELL FIRE SPRINKLER INC	19-90017	P-0000015437	FIRE PUMP DESIGN FOR HYDRANTS C	4,200.00
						Total : 4,200.00
628139	3/26/2019	002087 PACIFIC PRODUCTS & SRVS LLC	24677	P-0000015600	SIGN POSTS	1,251.25
						Total : 1,251.25
628140	3/26/2019	005037 PE FACILITY SOLUTIONS, LLC	130749 130920	P-0000015166 P-0000015157	JANITORIAL SRVS FOR CITY BUILDING BANQUET ROOM CLEANING OF COMM	6,667.00 1,800.00
						Total : 8,467.00
628141	3/26/2019	004458 PRINTING & PROMOTION PLUS, INC	71935	P-0000015061	BUSINESS CARDS MARTHA YBARRA	63.81
						Total : 63.81
628142	3/26/2019	000766 PRUDENTIAL OVERALL SUPPLY	22762537	P-0000015062	SHOPS RAGS	46.68
						Total : 46.68
628143	3/26/2019	005772 QUINN COMPANY	PCA00107914 PCA00109373	P-0000015064 P-0000015064	MOTOR GP LAMP	292.72 43.11
						Total : 335.83
628144	3/26/2019	002703 REDLANDS PRINT SHOP	57074		BUSINESS CARDS-DAN HARKER AND	83.94
						Total : 83.94
628145	3/26/2019	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	214-19	P-0000015067	WELL & BOOSTER SERVICE REPAIR &	485.88
						Total : 485.88
628146	3/26/2019	004562 ROGER E. FOX. M.D., FOX OCCUPATIONAL MI	91378-103693		DOT EXAM-ELIAS HERRERA AND CARL	140.00
						Total : 140.00
628147	3/26/2019	005963 SAFARILAND, LLC	1010-196771	P-0000015486	BALLISTIC KITS	2,602.16
						Total : 2,602.16
628148	3/26/2019	000356 SAN BERNARDINO & RIVERSIDE CO, FIRE EC	102312	P-0000015070	RECHARGING FIRE EXTINGUISHERS	30.00
						Total : 30.00
628149	3/26/2019	001379 SAN BERNARDINO COUNTY, DENNIS DRAEGI	108431	P-0000015071	ASSESSOR PARCEL INFORMATION	4.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628149	3/26/2019	001379	001379 SAN BERNARDINO COUNTY, DENNIS DR (Continued)			Total : 4.00
628150	3/26/2019	003881	SB CO PROFESSIONAL FIREFIGHTER		MARCH 2019	DUES COLLECTED FOR MARCH 2019 3,617.90 Total : 3,617.90
628151	3/26/2019	003163	SBCTA	5	P-0000014879	REDLANDS PASSENGER RAIL PROJEC 604,734.40 Total : 604,734.40
628152	3/26/2019	000451	SITEONE LANDSCAPE SUPPLY, LLC	89315957-001 89409391-001 89441911-001	P-0000015073 P-0000015073 P-0000015073	LANDSCAPE MATERIALS 94.40 LANDSCAPE MATERIALS 38.80 LANDSCAPE MATERIALS 48.95 Total : 182.15
628153	3/26/2019	000865	SN BERNARDINO CO SHERIFF DEPT	18298	P-0000015122	PCO DISPATCH SERVICES FOR FY18/1 4,042.75 Total : 4,042.75
628154	3/26/2019	001245	SO CALIF EDISON	STMT STMT STMT STMT(1) STMT-1 STMTS-2 STMTS-2 STMTS-3 STMTS-4	ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICTY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRCITY SERVICE	3,194.57 66.22 1,020.18 20.46 33.77 818.13 17,822.54 7,766.44 2,303.39 Total : 33,045.70
628155	3/26/2019	005849	ST. FRANCIS ELECTRIC, LLC	18108724 18108725 18108726 18108727	P-0000015168 P-0000015169 P-0000015169 P-0000015169	ANNUAL TRAFFIC SIGNAL MAINT 2018- 1,724.00 MISC TRAFFIC SIGNAL REPAIRS 2018- 1,506.00 MISC TRAFFIC SIGNAL REPAIRS 2018- 3,069.33 MISC TRAFFIC SIGNAL REPAIRS 2018- 4,324.32 Total : 10,623.65
628156	3/26/2019	001356	STAPLES BUSINESS ADVANTAGE	3407678651 3407678652 3407678653 8053494077	P-0000015075 P-0000015075 P-0000015075 P-0000015075	HEADSET 220.83 PAPER 45.35 COFFEE 22.63 OFFICE SUPPLIES 38.96

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628156	3/26/2019	001356 001356 STAPLES BUSINESS ADVANTAGE	(Continued)			Total : 327.77
628157	3/26/2019	005561 STATEWIDE TRAFFIC SAFETY, & SIGNS	13004030 13004066 13004077	P-0000015601 P-0000015077 P-0000015077	FLOOD AND NO PARKING SIGNS TRAFFICE SIGNS TRAFFIC SIGNS	1,072.49 47.19 489.38 Total : 1,609.06
628158	3/26/2019	001708 SUN BADGE CO.	387237		BADGES	221.65 Total : 221.65
628159	3/26/2019	004015 SUPERCO SPECIALTY PRODUCTS	PSI275489		ASPHALT	319.54 Total : 319.54
628160	3/26/2019	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	031065 031093	P-0000015079 P-0000015079	DOOR SHOCK PIPE FITTING	46.86 22.11 Total : 68.97
628161	3/26/2019	005996 T&T MARKETING CONCEPTS CORP	993764529		ACCOUNT CLOSED REFUND OVERPAY	400.00 Total : 400.00
628162	3/26/2019	001261 THE GAS COMPANY	STMTS-4		GAS SERVICE	71.18 Total : 71.18
628163	3/26/2019	003088 THE LOPERS CLUB	2-2019	P-0000015574	Sponsorship for Lopers Holiday Classic	5,000.00 Total : 5,000.00
628164	3/26/2019	005993 TORRENT RESOURCES CA, INC.	3251		WATER USAGE	503.44 Total : 503.44
628165	3/26/2019	005421 TRANSWEST TRUCK CENTER	XA500051000:01		AIR CYLINDER FOR DEFROST A/C	34.30 Total : 34.30
628166	3/26/2019	001854 UNDERGROUND SERVICE ALERT OF	18DSBFEE712 220190140	P-0000015086 P-0000015086	DIG ALERT NOTIFICATION DIG ALERT NOTIFICATION	62.63 155.20 Total : 217.83
628167	3/26/2019	005688 UNITED SITE SERVICES OF	114-8121290		PORTABLE RESTROOMS	382.97

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628167	3/26/2019	005688 005688 UNITED SITE SERVICES OF	(Continued)			Total : 382.97
628168	3/26/2019	004030 US TRONICS	M-12267FE19	P-0000015180	EMERGENCY SATELLITE PHONE SERV	167.85
						Total : 167.85
628169	3/26/2019	005127 VOLOGY, INC.	SIN009768	P-0000015491	COMPUTER REPLACEMENTS	1,474.02
						Total : 1,474.02
628170	3/26/2019	001977 VULCAN MATERIALS	72115889 72121080	P-0000015088 P-0000015088	ASPHALT ASPHALT MATERIAL	119.38 636.04
						Total : 755.42
628171	3/26/2019	005997 WALDO CONCEPCION, ROSIE SALCEDO	1		REIMBURSEMENT FOR OVERPAYMEN	35.00
						Total : 35.00
628172	3/26/2019	001919 WILLDAN	002-20686	P-0000015092	BUILDING INSPECTION/PLAN CHECK S	11,162.62
						Total : 11,162.62
628173	3/26/2019	003968 WINZER FRANCHISE CORPORATION	6317586	P-0000015094	NUTS AND BOLTS	119.73
						Total : 119.73
628174	3/26/2019	005994 YOLANDA DALY	993764420		ACCOUNT CLOSED PREPAY REFUNDE	100.00
						Total : 100.00
112 Vouchers for bank code : bofa						Bank total : 891,797.56
112 Vouchers in this report						Total vouchers : 891,797.56

PAYROLL: \$288,219.63 03/21/2019

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. 455883; 628064 through 628174 for a total disbursement of \$ 891,797.56 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 04-09-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
04/01/2019 4:50:45PM

Voucher List
CITY OF LOMA LINDA
03-29-2019

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
456018	3/22/2019	000454 ICMA RETIREMENT CORP	2019032100456018		ICMA CONTRIBUTIONS-03/03-16/2019	20,233.76
					Total :	20,233.76
628175	3/25/2019	005791 CENTURYLINK	789082595	P-0000015176	CITY INTERNET AND VOIP	4,803.33
					Total :	4,803.33
628176	3/25/2019	001592 PHOENIX GROUP INFORMATION SYST	0220191143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	53.85
					Total :	53.85
628177	3/25/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	20.44
					Total :	20.44
628178	3/25/2019	005709 COUNTY TREASURER, OFC OF AUDITOR/COF 4831			CONFIRMATION REQUEST SERVICE FE	135.00
					Total :	135.00
628179	3/25/2019	000857 S.B. CO OFC AUDITOR/CONTR	FEBRUARY 2019		PARKING CITES COLLECTED FOR FEB	1,175.00
					Total :	1,175.00
628180	3/25/2019	005673 CR&R	STMT		REFUSE SVC COLLECTIONS-NOV & DE	78,434.61
					Total :	78,434.61
628181	3/25/2019	000876 SAN BERNARDINO MUNICIPAL WATER	STMT		SEWER SVC COLLECTIONS-NOV & DE	158,220.05
					Total :	158,220.05
628182	3/25/2019	005999 LORMAN EDUCATION SERVICES	3495632-1		LORMAN ALL-ACCESS PASS	322.17
					Total :	322.17
628183	3/25/2019	000440 HOSPITALITY CAR WASH	180831-PW	P-0000015021	CITY CAR WASH	475.99
					Total :	475.99
628184	3/28/2019	005917 JOSE E. MINCHEZ	APPLICATION		TUITION REIMBURSEMENT-THE BUDG	770.17
					Total :	770.17
628185	3/28/2019	004579 LCA BANK CORPORATION	4206388	P-0000015135	PW ENG PRINTER - LANIER LW426 ANI	617.41
					Total :	617.41
628186	3/28/2019	003294 US POSTAL SERVICE, NEOPOST POSTAGE-O REQUEST			POSTAGE FOR MTR# ACCT#47718562	1,000.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628186	3/28/2019	003294	003294 US POSTAL SERVICE, NEOPOST POSTA		(Continued)	Total : 1,000.00
628187	3/28/2019	000865	SN BERNARDINO CO SHERIFF DEPT	18298	P-0000015122 PCO DISPATCH SERVICES FOR FY18/1	2,701.25
						Total : 2,701.25
1001274229	3/8/2019	000773	P.E.R.S.	1001274229	HEALTH INSURANCE PREMIUM-MARCI	66,906.61
						Total : 66,906.61
1001274230	3/8/2019	000773	P.E.R.S.	1001274230	HEALTH INSURANCE PREMIUM-MARCI	1,240.13
						Total : 1,240.13
1001275475	3/7/2019	000771	P.E.R.S.	1001275475	MONTHLY RETIREMENT CONTRIBUTIC	875.20
						Total : 875.20
1001276497	3/11/2019	000771	P.E.R.S.	1001276497/98/99/500	RETIREMENT CONTRIBUTIONS-02/03-C	50,575.93
						Total : 50,575.93
1001283239	3/20/2019	000771	P.E.R.S.	1001283239/40/41/42	RETIREMENT CONTRIBUTIONS-02/17-C	50,888.28
						Total : 50,888.28
19 Vouchers for bank code : bofa						Bank total : 439,449.18
19 Vouchers in this report						Total vouchers : 439,449.18

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04/01/2019 4:50:45PM

Voucher List
CITY OF LOMA LINDA

Page: 3

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. 456018; 628175 through 628187; 1001274229, 1001274230, 1001275475, 1001276497 & 1001283239 for a total disbursement of \$ 439,449.18, 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 04/09/2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
04/03/2019 5:57:03PM

Voucher List
CITY OF LOMA LINDA
04-09-2019

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628188	4/2/2019	004826 SAMILEY, RAMON	REQUEST		DONATION FOR DJ SERVICE 4/6/2019	100.00
					Total :	100.00
628189	4/2/2019	005391 SBSB-CENTRAL EXPLORERS POST508	REQUEST	P-0000015621	ANNUAL LAW ENFORCE EXPLORER C	800.00
					Total :	800.00
628190	4/2/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-201	40.00
					Total :	40.00
628191	4/2/2019	003139 JULIA LOEFFERT	REQUEST		FL EX MEDICAL REIMBURSEMENT-201	348.00
					Total :	348.00
628192	4/2/2019	005954 NEOFUNDS	7900 0444 7718 5627		POSTAGE-CRR TRASH CART REPLACE	1,500.00
					Total :	1,500.00
628193	4/2/2019	001733 LOWE'S COMPANIES, INC.	927136	P-0000015044	INSULATED STAPLES, CORNER BRACE	161.52
					Total :	161.52
628194	4/2/2019	005758 ALETHEA INC	LL0319	P-0000015243	FULLTIME ONSITE NETWORK SUPPOR	13,300.00
					Total :	13,300.00
628195	4/2/2019	001245 SO CALIF EDISON	2-29-184-1757		ELECTRICITY SERVICE	22.38
					Total :	22.38
628196	4/2/2019	005502 FRONTIER COMMUNICATIONS	909-799-7257-062414-		PHONE SERVICE	89.29
					Total :	89.29
628197	4/3/2019	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INSURANCE PREMIUM	56.34
					Total :	56.34
628198	4/3/2019	004197 C.A.P.F.	APRIL 2019 BILLING		LONG TERM DISABILITY -APRIL 2019	612.50
					Total :	612.50
628199	4/3/2019	002888 DELTA DENTAL INSURANCE CO	BE003303859		DENTAL INSURANCE PREMIUM-APR 20	1,248.25
					Total :	1,248.25
628200	4/3/2019	001118 DELTA DENTAL OF CALIFORNIA, CLIENT SER\	BE003302558		DENTAL INSURANCE PREMIUM-APR 20	2,738.80

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628200	4/3/2019	001118 001118 DELTA DENTAL OF CALIFORNIA, CLIENT	(Continued)			Total : 2,738.80
628201	4/3/2019	001154 VISION SERVICE PLAN - CA	12 121787 0001		VISION INSURANCE PREMIUM-APR 20	1,176.63
						Total : 1,176.63
628202	4/3/2019	003207 KYLE CRECELIUS	REQUEST-MEDICAL		FLEX MEDICAL REIMBURSEMENT-2018	227.82
						Total : 227.82
628203	4/3/2019	003207 KYLE CRECELIUS	REQUEST		DEPENDENT CARE REIMBURSEMENT-	810.00
						Total : 810.00
628204	4/3/2019	005934 HARDY & HARPER INC	21249-RET	P-0000015442	RETENTION-PAVEMENT REHABILITATI	7,417.01
						Total : 7,417.01
628205	4/9/2019	004229 A & I REPROGRAPHICS	CN00031921	P-0000014970	PRINTING SERVICES	788.61
						Total : 788.61
628206	4/9/2019	003867 AMTECH ELEVATOR SERVICE	DVB06705419	P-0000015127	LIBRARY ELEVATOR MAINTENANCE	749.43
						Total : 749.43
628207	4/9/2019	003833 ATKINSON, ANDESLO, LOYA, RUUD, & ROMK	564715	P-0000015273	GENERAL HR LEGAL ISSUES FY 18-19	278.78
						Total : 278.78
628208	4/9/2019	001400 BOOT BARN 4 SAN BERNARDINO	IVC0172636	P-0000014978	UNIFORM BOOTS & UNIFORM PANTS	549.10
						Total : 549.10
628209	4/9/2019	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF 664		P-0000014979	CHLORINE TABLETS FOR WELLS	3,425.74
						Total : 3,425.74
628210	4/9/2019	000161 CA TOOL & WELDING SUPPLY	401187	P-0000014982	WELDING SUPPLIES	227.39
						Total : 227.39
628211	4/9/2019	005390 CALIFORNIA HIGHWAY ADOPTION CO	319141	P-0000015128	LITTER REMOVAL AT MT. VIEW AVE OF	325.00
						Total : 325.00
628212	4/9/2019	004397 CHEMPAK	107493	P-0000014984	CLEANING SUPPLIES	427.23
			107559	P-0000014984	CLEANING SUPPLIES	187.49

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628212	4/9/2019	004397 CHEMPAK	(Continued) 107653	P-0000014984	CLEANING SUPPLIES	1,299.01
Total :						1,913.73
628213	4/9/2019	000203 CLINICAL LABORATORY OF	967064 967621	P-0000014990 P-0000014990	TEST WATER AT WELL SITE TEST WATER AT WELL SITE	8,005.25 7,763.50
Total :						15,768.75
628214	4/9/2019	003795 COMPUTERIZED EMBROIDERY CO INC	37712 37713	P-0000015626 P-0000015626	KIDZWATCH T-SHIRTS FOR MISSION & KIDZWATCH T-SHIRTS FOR MISSION &	290.93 290.93
Total :						581.86
628215	4/9/2019	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-414778 6903-415668	P-0000014992 P-0000014992	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	834.57 453.28
Total :						1,287.85
628216	4/9/2019	000236 COSTCO WHOLESALE	47856370	P-0000014993	GROCERIES FOR FIRE DEPT	550.32
Total :						550.32
628217	4/9/2019	006001 DAVID REYES	18-271287		REFUND OF EMS PAYMENT DUE TO FM	252.00
Total :						252.00
628218	4/9/2019	000150 DEPT FORESTRY & FIRE PROTECTIO	157418 157667	P-0000015608 P-0000015609	SEWER DRAIN CLEAN UP AT BRYN MA CLEAN UP AT FRINK ADOBE HOUSE OI	680.82 680.82
Total :						1,361.64
628219	4/9/2019	000270 DEPT OF CONSERVATION	3RD QTR 2018 4TH QTR 2018		SEISMEIC HAZARD MAPPING FEES 3R SEISMEIC HAZARD MAPPING FEES 4TI	511.76 301.57
Total :						813.33
628220	4/9/2019	004631 DHA CONSULTING, LLC	19-0307	P-0000015627	CONTINUING DISCLOSURE/WATER BO	1,031.25
Total :						1,031.25
628221	4/9/2019	005309 DIRECTV	36082593885	P-0000015183	SATELLITE TV SERVICES FOR EOC	39.54
Total :						39.54
628222	4/9/2019	005407 FAMILY SERVICE ASSOC (FSA)	03-2019-001	P-0000015404	CDBG FUNDING FSA - PUBLIC SRV PR	10,000.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628222	4/9/2019	005407 005407 FAMILY SERVICE ASSOC (FSA)	(Continued)			Total : 10,000.00
628223	4/9/2019	003197 FIRE APPARATUS SOLUTIONS	14331	P-0000015008	LADDER TESTING AND APPARATUS SE	585.80
			14349	P-0000015008	LADDER TESTING AND APPARATUS SE	775.35
					Total :	1,361.15
628224	4/9/2019	005256 FLYERS ENERGY, LLC	19-875531	P-0000015009	FUEL	2,132.35
			19-879580	P-0000015009	FUEL	689.41
					Total :	2,821.76
628225	4/9/2019	005427 FMB TRUCK OUTFITTERS, INC.	96212	P-0000015010	HOSE ROLLER GUIDE	69.98
					Total :	69.98
628226	4/9/2019	005502 FRONTIER COMMUNICATIONS	STMT		PHONE SERVICE	115.91
			STMTS-2		PHONE SERVICE	370.90
					Total :	486.81
628227	4/9/2019	005216 GENUINE AUTO PARTS	243781	P-0000015011	ANTIFREEZE	40.37
					Total :	40.37
628228	4/9/2019	005255 GOPHER PATROL	339437	P-0000015210	GOPHER PATROL SRVS AT CITY PARK:	245.00
					Total :	245.00
628229	4/9/2019	000389 GRAINGER, INC	9123241854	P-0000015012	INDUSTRIAL SUPPLIES	443.07
			9123241862	P-0000015012	INDUSTRIAL SUPPLIES	56.53
					Total :	499.60
628230	4/9/2019	002484 HAAKER EQUIPMENT CO	49909		WIRE NOZZLE	86.12
					Total :	86.12
628231	4/9/2019	000402 HACH COMPANY	11377132	P-0000015014	PARTS AND MATERIAL FOR QUALITY D	832.28
			11389225	P-0000015155	SEWER FLOW METER MONITORING SI	1,000.00
					Total :	1,832.28
628232	4/9/2019	002117 HILLTOP GEOTECHNICAL INC	16815	P-0000015617	COMPACTION TESTING ANDERSON W.	1,815.25
					Total :	1,815.25
628233	4/9/2019	000435 HOME DEPOT CREDIT SERVICES	06100169334	P-0000015019	BUILDING MAINTENANCE SUPPLIES AI	453.89

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628233	4/9/2019	000435	000435 HOME DEPOT CREDIT SERVICES		(Continued)	Total : 453.89
628234	4/9/2019	002769	HOUSTON AND HARRIS PCS, INC	19-21678	P-0000015611 VIDEO PIPE INSPECTION AT BRYN MA	1,000.00
						Total : 1,000.00
628235	4/9/2019	000442	HUB CONSTRUCT SPECIALTIES, INC	163091-0	P-0000015022 SAND BAGS	46.49
						Total : 46.49
628236	4/9/2019	005975	INLAND KUBOTA	50155	P-0000015507 FERTILIZER SPREADER	3,534.26
						Total : 3,534.26
628237	4/9/2019	000480	INLAND WATER WORKS SUPPLY	S1021566.001 S1021779.001 S1021990.001	P-0000015612 HYDRANT REPAIRS P-0000015025 WATER PARTS AND MATERIALS FOR R P-0000015025 WATER PARTS AND MATERIALS FOR R	2,005.99 1,900.75 90.55
						Total : 3,997.29
628238	4/9/2019	006002	JOEL LLANES	18-515801	REFUND DUPLICATE EMS PAYMENT	300.00
						Total : 300.00
628239	4/9/2019	005548	JTS MOTORCARS INC., DBA SPREEN MAZDA	TAX RETURN	2018 4TH QTR SALES TAX INCENTIVE	16,175.53
						Total : 16,175.53
628240	4/9/2019	005967	KB HOME COASTAL, INC.	993764594	ACCOUNT CLOSED, REFUND OVERPA	58.59
						Total : 58.59
628241	4/9/2019	000250	L.N. CURTIS & SONS	INV263598	P-0000015575 REFURBISHED THERMAL IMAGER T4M	2,780.88
				INV265257	P-0000015575 P-0000015035 FIREFIGHTER GEAR, TOOLS, AND EQL	131.46
						Total : 2,912.34
628242	4/9/2019	005453	LARRY AGRE, MATCO TOOLS	379070	P-0000015037 FOAM PAD, MINI TORCH, BUTANE	95.51
						Total : 95.51
628243	4/9/2019	000557	LIFE ASSIST, INC.	910226	P-0000015040 EMERGENCY MEDICAL SUPPLIES AND	290.10
						Total : 290.10
628244	4/9/2019	006004	LIFE STREAM BLOOD BANK	P18-103	REFUND FOR SPECIAL EVENT (SE18-1	770.70

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628244	4/9/2019	006004	006004 LIFE STREAM BLOOD BANK		(Continued)	Total : 770.70
628245	4/9/2019	000568	LOMA LINDA CHAMBER OF COMMERCE	4389 4390 4391	P-0000015620 CHAMBER OF COMMERCE AWARDS D P-0000015620 CHAMBER OF COMMERCE AWARDS D P-0000015620 CHAMBER OF COMMERCE AWARDS D	650.00 390.00 130.00 Total : 1,170.00
628246	4/9/2019	002045	LOMA LINDA HEATING & AIR, CONDITIONING,	23050 23051 23052 23053	P-0000015372 ANNUAL HVAC MAINT AT CORP YARD P-0000015375 HVAC ANNUAL MAINT FOR SENIOR CE P-0000015373 HVAC ANNUAL MAINT AT FS#1 AND FS# P-0000015373 HVAC ANNUAL MAINT AT FS#1 AND FS#	454.45 195.86 72.41 302.03 Total : 1,024.75
628247	4/9/2019	000575	LOMA LINDA PLUMBING, INC	1456 1864	P-0000015043 PLUMBING P-0000015043 PLUMBING	345.28 228.00 Total : 573.28
628248	4/9/2019	005608	LOMA LINDA UNIVERSITY HEALTH	REQUEST	REFUND FOR SPECIAL EVENT (SE 18-	1,325.54 Total : 1,325.54
628249	4/9/2019	001733	LOWE'S COMPANIES, INC.	27034 27252 27270 27283 27489 27523 27950 28541 47280705 67195	P-0000015044 SPRAY PAINT P-0000015044 GROUND CLEAR P-0000015044 TOOLS P-0000015044 FITTINGS AND PIPES P-0000015044 WOOD P-0000015044 WOOD P-0000015044 SMALL ELECTRICAL TOOLS P-0000015044 WATER P-0000015044 PARTS FOR WATER HEATER P-0000015044 DRILL SET, FAN, HOSE, LIGHT	29.93 42.98 53.81 73.28 79.13 21.62 147.71 35.58 592.79 129.17 Total : 1,206.00
628250	4/9/2019	001566	MALLORY SAFETY & SUPPLY, LLC	4604890	P-0000015046 SAFETY GEARS AND EQUIPMENT	196.03 Total : 196.03
628251	4/9/2019	005254	MANSFIELD OIL COMPANY, OF GAINESVILLE, TAX RETURN		2018 4TH QTR SALES TAX INCENTIVE	741,413.25

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628251	4/9/2019	005254	005254 MANSFIELD OIL COMPANY, OF GAINESV (Continued)			Total : 741,413.25
628252	4/9/2019	001935	NARCISCO VALDOVINOS, GOLDEN WEST LA	000752	P-0000015205	2018-19 MAINTENANCE CONTRACT FC 3,139.66
			000754		P-0000015204	2018-19 ANNUAL LMD MAINT CONTRAC 10,622.81
			000755		P-0000015544	LANDSCAPE MAINT AT SO BARTON RC 487.00
			000756		P-0000015206	2018-19 - MISC REPAIRS & MAINT IN LM 2,623.50
			000757		P-0000015207	MISC REPAIRS ON BARTON RD MEDIA 622.87
			000758		P-0000015206	2018-19 - MISC REPAIRS & MAINT IN LM 485.00
					Total :	17,980.84
628253	4/9/2019	005674	NATIONAL CONSTRUCTION RENTALS,	5316014	P-0000015352	TEMPORARY FENCING AT 1864 S RICH 38.88
					Total :	38.88
628254	4/9/2019	005998	OFFERPAD LLC	993764135		ACCOUNT CLOSED, REFUND OVERPA 68.95
					Total :	68.95
628255	4/9/2019	001613	OFFICE DEPOT, INC	284191498001	P-0000015052	CREDIT RELATES TO INV 28135260900 -27.11
			285386520001		P-0000015052	CUPS, PLASTIC RULER, INDEX CARDS 100.46
			286588831001		P-0000015052	STORAGE BAGS, BRITA FILTER, LUBRI 81.19
			286592151001		P-0000015052	SANDWICH BAGS 7.31
			287678572001		P-0000015052	TONER 380.56
			288459421001		P-0000015052	HOT COCOA, TISSUE, PAPER, FILE, FC 268.70
			288670808001		P-0000015052	PAPER PLATES, REFILL PURELL 145.80
			288760766001		P-0000015052	PRINTER 64.64
			289791860001		P-0000015052	TONER 373.64
					Total :	1,395.19
628256	4/9/2019	004401	ORKIN PEST CONTROL	180238140	P-0000015119	PEST CONTROL SERVICE STATION 25 105.00
			181741052		P-0000015208	PEST CONTROL SRVS AT CITY PROPE 124.27
			181741365		P-0000015208	PEST CONTROL SRVS AT CITY PROPE 49.90
			181742359		P-0000015119	PEST CONTROL SERVICE STATION 25 105.00
			181742619		P-0000015286	PEST CONTROL SERVICES AT 25964 M 125.00
					Total :	509.17
628257	4/9/2019	005511	PARTS AUTHORITY	062-237519	P-0000015057	CONTROL ARM 126.80
			095-024987		P-0000015057	CREDIT ORIGINAL INV#095-164824 -47.41
			095-172725		P-0000015057	SHOCK ABSORBER 97.02

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628257	4/9/2019	005511 005511 PARTS AUTHORITY	(Continued)			Total : 176.41
628258	4/9/2019	001592 PHOENIX GROUP INFORMATION SYST	022019143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	612.26
						Total : 612.26
628259	4/9/2019	000766 PRUDENTIAL OVERALL SUPPLY	22770202	P-0000015062	SHOPS RAGS	46.68
						Total : 46.68
628260	4/9/2019	005772 QUINN COMPANY	PCA00107915	P-0000015064	VEHICLE AND EQUIPMENT PARTS/MAT	62.07
						Total : 62.07
628261	4/9/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 36961-36964			PROFESSIONAL/LEGAL SERVICES	3,374.91
						Total : 3,374.91
628262	4/9/2019	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT 121-19		P-0000015614	SERVICE AT LAWTON CAMPUS BOOST	1,704.11
						Total : 1,704.11
628263	4/9/2019	005963 SAFARILAND, LLC	1010-199793 1010-200187	P-0000015486 P-0000015486	BALLISTIC KITS BALLISTIC KITS	355.58 13,441.81
						Total : 13,797.39
628264	4/9/2019	000356 SAN BERNARDINO & RIVERSIDE CO, FIRE EC 102662		P-0000015070	RECHARGING FIRE EXTINGUISHERS	172.00
						Total : 172.00
628265	4/9/2019	003698 SCOTT ZEHM, 2 KOI GUYS	MARCH 2019	P-0000015138	CITY FOUNTAIN ANNUAL MAINT	135.00
						Total : 135.00
628266	4/9/2019	000451 SITEONE LANDSCAPE SUPPLY, LLC	89523365-001 89530677-001 89539282-001 89546006-001 89592757-001 89671433-001 89885767-001 89888663-001	P-0000015073 P-0000015073 P-0000015073 P-0000015073 P-0000015073 P-0000015073 P-0000015073 P-0000015073	LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS	139.07 17.25 34.24 5.30 185.44 435.60 105.15 35.99
						Total : 958.04
628267	4/9/2019	000865 SN BERNARDINO CO SHERIFF DEPT	18326	P-0000015149	APRIL 2019- SHERIFF LAW ENFORCEM	421,931.00

Bank code : bofa

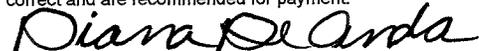
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628267	4/9/2019	000865 000865 SN BERNARDINO CO SHERIFF DEPT	(Continued)			Total : 421,931.00
628268	4/9/2019	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICES	853.65 Total : 853.65
628269	4/9/2019	001356 STAPLES BUSINESS ADVANTAGE	3408234929	P-0000015075	EARPIECE COVER	5.33 Total : 5.33
628270	4/9/2019	006003 SUEZ WTS SERVICES USA, INC	99742933	P-0000015625	DEIONIZED WATER TANK	2,947.41 Total : 2,947.41
628271	4/9/2019	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	032661 033047 033048 033051 033064 033240	P-0000015079 P-0000015079 P-0000015079 P-0000015079 P-0000015079 P-0000015079	AIR AND OIL FILTER AIR AND OIL FILTER AIR AND OIL FILTER AIR FRESHENER CAR FRESHNER DRYING TOWELS. TIRE SHINE, METAL	67.69 19.92 19.92 326.53 17.75 61.91 Total : 513.72
628272	4/9/2019	002127 T. JARB THAIPEJR	1		REIMBURSEMENT FOR AMERICAN SOI	30.00 Total : 30.00
628273	4/9/2019	000082 TOM BELL CHEVROLET	5026853		THERMOSTAT ECT SENSOR	69.20 Total : 69.20
628274	4/9/2019	004936 TRAFFIC MANAGEMENT INC	494057 494375	P-0000015085 P-0000015085	SIGNS AND TRAFFIC SAFETY EQUIPMI SIGNS AND TRAFFIC SAFETY EQUIPMI	313.20 35.83 Total : 349.03
628275	4/9/2019	002151 TRUGREEN LANDSCAPE	98007732	P-0000015417	VEGETATION CONTROL AT WELL SITE	2,023.95 Total : 2,023.95
628276	4/9/2019	004674 TRYCO GENERAL ENGINEERING	358	P-0000015446	CONTRACTUAL SERVICES TO REPLAC	32,733.20 Total : 32,733.20
628277	4/9/2019	001977 VULCAN MATERIALS	72137209	P-0000015088	ASPHALT MATERIAL	120.14

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
628277	4/9/2019	001977	001977 VULCAN MATERIALS		(Continued)	Total : 120.14
628278	4/9/2019	001917	WILBUR E & JUNE PURVIS, WILBUR'S	40513	P-0000015091	LAWNMOWER REPAIR AND MAINTENA 30.00
				40514	P-0000015091	LAWNMOWER REPAIR AND MAINTENA 68.95
				40579	P-0000015091	LAWNMOWER REPAIR AND MAINTENA 192.81
						Total : 291.76
628279	4/9/2019	004353	WITTMAN ENTERPRISES, LLC	1902069	P-0000015123	EMS BILLING 997.09
						Total : 997.09
92 Vouchers for bank code : bofa						Bank total : 1,360,292.11
92 Vouchers in this report						Total vouchers : 1,360,292.11

PAYROLL: \$292,396.06 04/04/2019
CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 628188 through 628279 for a total disbursement of \$1,360,292.11, 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 04-09-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



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: April 9, 2019
TO: City Council
SUBJECT: Minutes of February 12, 2019

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of February 12, 2019

City of Loma Linda
City Council Minutes
Regular Meeting of February 12, 2019

A regular meeting of the City Council was called to order by Mayor pro tempore Lenart at 7:06 p.m., Tuesday, February 12, 2019, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:

Mayor pro tempore John Lenart
Ovidiu Popescu
Phill Dupper

Councilmen Absent:

Mayor Rhodes Rigsby
Ron Dailey

Others Present:

City Manager T. Jarb Thaipejr
City Attorney Richard E. Holdaway

The Pledge of Allegiance was led by Councilman Dupper who asked for a moment of silence

No items were added or deleted.

Public Comment

Omnitrans representative regarding the Omnitrans Adopt-a-Stop Program.

Dennis Green – South Hills Off-roading, indicated he had been assaulted earlier this same afternoon, called to report to Sheriff. Councilman Dupper told Mr. Green he was welcome to contact him directly at the Sheriff's office.

Jeff Bender – Thanked the City Council, Staff and the Firefighters Association for the retirement dinner. He thanked everyone for the support during his tenure as Fire Chief and cherished the friendships he has made. Mayor pro tempore and Councilman Popescu made remarks as well.

Scheduled Items

CC-2019-009 - Presentation - Jackie Neff, in recognition of 20 years as a Citizen Patrol volunteer

Lt. Matt Griffith spoke about Jackie Neff's contributions to the community and Sheriff's Department as a Citizen Patrol over the last 20 years. He noted some of the County events Ms. Neff worked including directing traffic at Roy Rogers funeral in Victorville in 1998 and the 2003 Old Fire. He read a letter from Sheriff John McMahon, presented to Ms. Neff a plaque with her badge and indicated she was moving to Temecula.

Ms. Neff addressed the City Council and thanked the Sheriff's Department for the recognition. Councilmen Dupper and Popescu commented and thanked Ms. Neff for her contributions.

CC-2019-010 - **Proclamation** - Recognition of the In-Home Care Provider Workforce and their Contributions to the Local Community

Mayor pro tempore presented the Proclamation in Recognition of the In-Home Care Provider Workforce; Mr. Juan Carlos Garcia accepted, spoke about the care provided by in-home caregivers and thanked the City Council for the recognition. He introduced several in-home caregivers, who also thanked the City Council for the recognition. Councilman Popescu commented.

CC-2019-011 - **Public Hearing** - **Community Development Block Grant (CDBG) Project prioritization for Fiscal Year 2019 - 2020**

The public hearing was opened and City Manager Thaipejr presented the report into evidence, noting that total funding for Fiscal Year 2019-2020 was \$141,139, of which it was proposed that the City Council allocate \$111,149 for pavement rehabilitation on Shepardson Drive from Mound Street to Benton Street, Richmond Road from Prospect Avenue to Shepardson Street, Poplar Street from Prospect Avenue to Shepardson Street, and La Mar Street from Mound Street to Richmond Road; 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 seven project proposals were screened by the San Bernardino County Economic Development Agency and forward to the City for consideration. The three public service projects recommended for funding have been approved by the County.

Those speaking were: Latoya Courtney, Branch Manager on behalf of the Loma Linda Branch Library regarding their Adult Literacy Program; Jeff Little, CEO on behalf of Inland Temporary Homes (dba Inland Housing Solutions) who indicated that they have housed 116 families over the last 4 years; and Tom Donahue, Program Administrator on behalf of FSA, regarding meals provided Monday through Thursday at the Loma Linda Senior Center.

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

Discussion ensued; the City Manager responded to questions.

Motion by Dupper, seconded by Popescu and carried unanimously to approve staff recommendation of \$10,000 each to San Bernardino County Library, Inland Temporary Homes and Family Services Association (FSA) and \$114,149 for pavement rehabilitation on Shepardson Drive from Mound Street to Benton Street, Richmond Road from Prospect Avenue to Shepardson Street, Poplar Street from Prospect Avenue to Shepardson Street, and La Mar Street from Mound Street to Richmond Road. Rigsby and Dailey absent.

Reports of Officers

CC-2019-012 – **Update regarding the Frink Adobe**

City Manager Thaipejr presented a review of activity at the Frink Adobe. The Adobe, located on Mission Road just west of California Street, was part of the Successor Agency property referred to as Special

Planning Area “D”. A PowerPoint presentation showed pictures of the different elevations and interior of the Adobe, the intermediate tasks completed and outlined future tasks.

- Completed tasks – worked with Sheriff to increase law enforcement presence; secured the property by removing the homeless, boarded the house and installed chain link fencing round the property; restored power so lights work inside and out; will be installing a monitored security camera .
- Scheduled tasks – contracting with CalFire for crews to clean debris; contract with West Coast Arborist to work with Joe Frink and Jim Shipp to remove and trim the trees; stabilize the adobe wall on the east elevation; establish irrigation to the trees; City will provide a dumpster for clean up of the property by volunteers.
- Future tasks - while the city is mandated to sell the property, conditions could be placed on the sale for restoration both interior and exterior, to include parking for future use as a museum/historical education site.

City Council commented that the property is former Redevelopment Agency property and is currently controlled by the Successor Agency, which puts limits on City’s powers and abilities for preservation and restoration. They commended City Manager for efforts toward preservation, as the City does not own the property and encouraged the community to assist in determining a long-term solution.

Those from the public speaking:

- Jim Shipp provided a brief history of the property. It recently became vacant, however remains the responsibility of the community. Nomination to the State Register of Historic Places was unanimously supported by the City Council and approved in 2002 by the State Historic Preservation Officer. Mr. Shipp was concerned that historic properties in the area were in peril. He commented on the structural damage the Adobe has sustained. He encouraged the City Council to do what is legally and safely possible to preserve and protect the Adobe. The Loma Linda Parks and Historical Society stands ready to assist. Concern is that it appears vacant and will further deteriorate. Volunteers were willing to work with the City’s permission and support to help efforts to preserve.
- Joe Frink talked about what the volunteers would like to see happen and willing to assist without putting the City at further liability.
- Audrey Myer, resident of Loma Linda, wrote her Masters Thesis on Bryn Mawr and was willing to lend her time and expertise where needed.
- Dick Wiley commented on possible future uses of the property.
- Ron McPherson commended City Council and Staff for the efforts thus far.

Assistant City Manager Bolowich commented that first step is to preserve and protect what is there by securing and alarming it to include motion sensors and door sensors, cleaning it up, and not letting it deteriorate further; second, going forward efforts would be through the planning and entitlement process to place conditions of approval so it does not sit and deteriorate further.

City Attorney Holdaway confirmed that upon dissolution of Redevelopment Agencies by the State, there was initially a local Successor Agency that has now moved to County control, with the mandate of the State Legislature to dispose of such properties. The City leverage is through the development process. The

historic designation runs with the property and new owners would be subject to the conditions of that historic preservation designation.

City Manager indicated that the City is concerned about the Adobe and preserving it from further deterioration as it is able.

Councilman Popescu recommended that those interested volunteers continue to work with the City Manager and Staff to explore preservation possibilities and funding sources until the property is sold.

Mayor pro tempore thanked those who spoke and indicated consensus was to have the City continue to work with the interested volunteers. No formal action was required.

Scheduled Items - continued

CC-2019-013 - Public Hearing – Council Bill #R-2019-04 – Determine the cost related to the Fall 2018 Weed Abatement Program

The public hearing was opened and Engineer Tom Ingalls, representing the Fire Prevention Bureau, 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 24, 2018 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 29, 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 25 parcels were abated and invoices related to those properties were mailed December 26, 2018. 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 2019-2020 Property Taxes for subject parcels.

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

Motion by Popescu, seconded by Dupper and carried to adopt Council Bill #R-2019-04 determining the cost related to the Fall 2018 Weed Abatement Program. Rigsby and Dailey absent.

Resolution No. 3001

A Resolution of the City Council of the City of Loma Linda adopting a report and statement of expenses for the Fall 2018 Weed Abatement Program and imposing a lien upon property for payment therefor

CC-2019-014 – Consent Calendar

Motion by Popescu, seconded by Dupper and unanimously carried to approve the following: Rigsby and Dailey absent.

The demands registers dated:

- January 22, 2019 with commercial demands totaling \$2,326,023.41, and payroll demands dated January 10, 2019 totaling \$578,433.89;
- January 31, 2019 with commercial demands totaling \$11,398,156.12l;
- February 12, 2019 with commercial demands totaling \$781,285.16, payroll demands dated January 24, 2019 totaling \$283,487.78 and payroll demands dated February 7, 2019 totaling \$286,641.18

The minutes of December 11 and 18, 2018 as presented.

Received for filing the December 2018 Treasurer's Report.

Received for filing the November and December 2018 and January 2019 Fire Department Reports.

Accepted as complete and authorized recordation of Notice of Completion for Pavement Rehabilitation at Various Locations (CIP 18-183), All American Asphalt, contractor.

Accepted as complete and authorized recordation of Notice of Completion for the Construction of Sidewalks at Various Locations (CIP 18-184), All Cities Engineering, contractor.

Accepted as complete and authorized recordation of Notice of Completion for Pavement Rehabilitation at Starr Street, Hillcrest Street and Richardson Street (CIP 18-185), Hardy and Harper, Inc., contractor.

Accepted as complete and authorized recordation of Notice of Completion of Cottonwood Park Improvements (CIP 18-735), Tot Lot Pros, contractor.

Approved appropriation request of \$23,000 from General Fund Balance to Street Maintenance Account 3200 to fund an additional position in the Street Division of the Public Works Department.

Adopted Council Bill #R-2019-06 approving a tentative parcel map waiver and approving Final Parcel Map No. 20075 (Patel, north side of Redlands Boulevard, west of Richardson Street)

Resolution No. 3002

A Resolution of the City Council of the City of Loma Linda approving a tentative parcel map waiver and approving Final Parcel Map 20075 (Patel, north side of Redlands Boulevard, west of Richardson Street)

Accepted donation of Smoke/Carbon Monoxide Detectors and authorized distribution by the Fire Department.

CC-2019-015 - Council Bill #O-2019-01 - (Second Reading/Roll Call Vote) Modifying Wastewater Rates to reflect the increase in the City of Loma Linda for operation of the Sewer Collection System within the City effective March 14, 2019 through January 1, 2024 and repealing Ordinance No. 728

Motion by Popescu, seconded by Dupper to waive reading of Council Bill #O-2019-01 in its entirety and direct City Clerk to read by title only Modifying Wastewater Rates to reflect the increase in the City of Loma Linda for operation of the Sewer Collection System within the City effective March 14, 2019 through January 1, 2024 and repealing Ordinance No. 728. Rigby and Dailey absent.

Ordinance No. 752

An Ordinance of the City Council of the City of Loma Linda establishing Wastewater Collection Rates effective March 14, 2109 and repealing Ordinance No.728

CC-2019-016 - Council Bill #O-2019-02 - (Second Reading/Roll Call Vote) Modifying Water Rates effective March 14, 2019 through January 1, 2024 and repealing Ordinance No. 717

Motion by Popescu, seconded by Dupper to waive reading of Council Bill #O-2019-02 in its entirety and direct City Clerk to read by title only Modifying Water Rates effective March 14, 2019 and repealing Ordinance No. 728. Rigsby and Dailey absent.

Ordinance No. 753

An Ordinance of the City Council of the City of Loma Linda modifying the Water Rates effective March 14, 2109 and repealing Ordinance No.717

CC-2019-017 – Accept with regret the resignations of:

- a. James Shipp from the Loma Linda Historical Commission
- b. Suzy Israel from the Trails Development Committee

City Clerk indicated that James Shipp had served the Historical Commission since 2000 and recently submitted his resignation; Suzy Israel had served the Trails Development Committee since 2012, has recently moved to Northern California and therefore had resigned. City Council options were to declare the vacancies and direct City Clerk to post the vacancies; or in the alternative to consider reducing the number of members on the respective committees.

Assistant City Manager thanked Mr. Shipp for the insights he brought to the Commission and thanked him for his service.

Resignations of James Shipp and Suzy Israel was accepted and City Clerk was directed to post a special vacancy notice

CC-2019-018 Joint meeting of the City Council and Housing Authority pertaining to the sale of 25450 Sonora Loop and approving a Housing Disposition Agreement

- a. LLHA Bill #R-2019-01 - Authorizing the sale of 25450 Sonora Loop to Lopez and approving the Housing Disposition Agreement
- b. Council Bill #R-2019-05 - Consenting to the sale of 25450 Sonora Loop to Lopez

The City Clerk indicated that the current owner of the house at 25450 Sonora Loop indicated a desire to sell, an income qualified buyer was certified by the Agency's Consultant John Strickler; subsequently Special Counsel drew up the loan agreement before you this evening and the additional remaining documents necessary for the sale. The current affordable covenants on the property would remain in effect and were set to expire in 2029.

Motion by Popescu, seconded by Dupper and carried unanimously to approve LLHA Bill #R-2019-01 authorizing the sale of 25450 Sonora Loop to Lopez and approving the Housing Disposition Agreement, and Council Bill #R-2019-05 consenting to the sale of 25450 Sonora Loop to Lopez (Rigsby and Dailey absent):

Resolution No. 3003

A Resolution of the City Council of the City of Loma Linda Housing Authority approving a Homebuyer Loan Agreement with Wendi K. Lopez (25450 Sonora Loop)

LLHA Resolution No. 42

A Resolution of the Loma Linda Housing Authority approving certain acts to be taken in connection with implementation of a Homebuyer Loan Agreement by and between the Loma Linda Housing Authority and Wendi K. Lopez (25450 Sonora Loop)

Reports of Councilmen

Reports of Officers

The meeting adjourned at 8:41 p.m. in honor and memory of Colin Dailey, son of Councilman Ron Dailey; and Chad Sparrow, brother-in-law of Councilman Phill Dupper.

Approved at the meeting of _____, 2019.

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: April 9, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Dan Harker, Acting Fire Chief *DH*
SUBJECT: March 2019 Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 424 incidents in March 2019. Of the 424 incidents, 70 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	235	55.4%	639	54.4%
Traffic Collision (TC)	12	2.8%	48	4.1%
MA + TC	247	58.3%	687	58.5%
Hazardous Conditions	4	0.9%	16	1.4%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	23	5.4%	63	5.4%
Rescue	2	0.5%	20	1.7%
Structure Fire	1	0.2%	6	0.5%
Cooking	1	0.2%	1	0.1%
Vegetation Fire	3	0.7%	5	0.4%
Vehicle Fire	2	0.5%	6	0.5%
Refuse Fire	4	0.9%	7	0.6%
All Fires	11	2.6%	25	2.1%
Good Intent/Dispatched & Cancelled Enroute	103	24.3%	271	23.1%
Fire Alarm Activation*	34	8.0%	93	7.9%

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

Training Division Highlights:

- Target Hazard multi-company drills
- All crews attended training regarding new TeleStaff software updates
- Monthly EMS training

Public Relations/Education:

- Fire/Water Safety presentation at Mission Elementary and Loma Linda Academy in concert with SBC Sheriff's KidzWatch Program
- Participated in College/Career Day at Mission Elementary
- Attended Grand Opening ceremony of the Korean SDA Church
- Paramedics assisted the LLVA with their Mock Code Drills

SUBJECT: March 2019 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	10
Fire Alarm System Test & Inspection (# of trips)	4
Fire Building Final Inspection	
Fire Flow Test (Hydrant Testing)	4
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	1
Fire Sprinkler Rough – Commercial	1
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	22
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	45
Smoke Alarm Check	2
Solar PV Inspection	4
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	28
Fire Extinguisher Training	
Meetings	15
Public Education (hours)	
Public Hearings / Council Meetings	1
Training Classes (hours)	2
Annual Fire Inspections	8
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	10
Field Investigation / Inquiries	2
Fire / Arson / Illegal Burn Investigation	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	10
Weed Abatement Administrative Time (hours)	7
Weed Abatement, Parcels Inspected	435



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: April 9, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
Diana De Anda, Finance Director *DP*
FROM: Sonia Fabela, Accounting Manager *SF*
SUBJECT: Approve a one year term extension of the Audit Service
Contract with Rogers, Anderson, Malody & Scott, LLP

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

RECOMMENDATION

It is recommended the City Council approve an extension of the audit services contract for a one year term (fiscal year 2018/2019) with Rogers, Anderson, Malody & Scott, LLP (Attachment A).

BACKGROUND

The Government Finance Officers Association (GFOA) issues recommendations on standard government entity practices. One key GFOA recommended practice is that government entities replace auditors at the end of the contract or after a prolonged period of time. GFOA also recommends that government entities enter into a multi-year agreement of at least five years duration. Such agreement will help maintain continuity long enough to allow the firm to recover from "start-up" costs over several years while at the same time provide the City with variation in audit firms. After undertaking of a full-scale competitive bid process, in May of 2013, the City Council awarded a three year contract to Rogers, Anderson, Malody and Scott, LLP. In May 2016, City Council approved a two year extension and in June 2017 approved one year extension.

ANALYSIS

Although the firm will remain the same, the staff performing the audit was different for the 2017/2018 audit and that same team will be auditing for the 2018/2019 fiscal year. The change in personnel after the GFOA five year recommended time frame helps to ensure that the City's books are audited by different audit staff with a fresh perspective as they test City processes and transactions. Even though there was a change in staff, they continue to excel in thoroughness of their audit. The firm's audit staff has also provided assistance in the preparation of the City's financial statements, have been flexible in accommodating the City's audit schedule requests and have made

themselves available to answer questions as they arise. Additionally, audit staff has made procedural recommendations that enhance the City's internal controls and diminish the potential for misstatements in the financial report.

During Fiscal year 2018/2019 and through 2019/2020, the City will be undertaking a major upgrade/conversion of the financial system that requires a challenging and burdensome amount of staff time and effort. The undertaking requires planning, setup, implementation, and testing all while executing daily duties and tasks. Based on the professional relationship over the last six years, City staff would like to continue working with Rogers, Anderson, Malody & Scott, LLP. The GFOA recommended minimum five year time frame which ended with the fiscal year 2016/2017 audit. Renewing the contract with RAMS will eliminate the need to initiate an RFP process by the finance department during the software upgrade/conversion. Having an audit firm that is familiar with the City's organizational structure, accounting policies and procedures during this arduous process will alleviate the need to educate new audit staff in these areas. The cost for audit services will remain reasonable with a proposed one percent increase for the one year contract. In addition to providing audit services at a low cost, Rogers, Anderson, Malody & Scott, LLP will continue to provide City staff with updates and training on current developments in governmental accounting at no additional cost.

ENVIRONMENTAL

None

FINANCIAL IMPACT

The audit fee negotiated with Rogers, Anderson, Malody & Scott is \$35,270 for fiscal year 2018/2019. The audit fees are included in the annual budget.

February 6, 2019

Diana DeAnda, Finance Director/Treasurer
City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

Dear Ms. DeAnda

We would like to take this opportunity to thank you and your staff for the confidence and support you have provided to us over the past years, and present this letter for your consideration regarding extending our audit contract with the City of Loma Linda for one more fiscal year.

Our fees for Fiscal Year 2018/19 would be \$35,270; as detailed in the attached schedule. This is a 3% increase over the Fiscal Year 2017/18 fee.

As has been the case during our current contract period, we will continue to provide continuity of staffing, be available to work with the finance staff in areas of technical accounting pronouncements as well as compliance and internal control issues. We are available for telephone consultation on various financial matters throughout the year. All professional consultations throughout the year have been included in our proposed fixed fee.

We value the City as an important client and look forward to continuing our services in the future. Please do not hesitate to contact us for further clarification. We look forward to continuing our professional relationship with the City

Very truly yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP

Terry Shea, Partner
Certified Public Accountant

Draft

City of Loma Linda
 Schedule of professional fees and services
 Fiscal Year 2018/19

<u>Description of Services</u>	<u>2019</u>
1 City of Loma Linda Interim Audit	\$ 3,900
2 Loma Linda Housing Authority & Successor Agency Interim Audit	2,280
3 City Year-End audit, including GANN limit review, management letter and CAFR preparation	20,770
4 Year-End Financial and compliance audit of the Housing Authority and Successor Agency, FS if needed	3,910
5 A-133 Single Audit of Federal Grants of the City	2,350
6 City State Controllers Report preparation and filing.	<u>2,060</u>
Not to Exceed Maximum Fee (Including Expenses)	<u><u>\$ 35,270</u></u>

Draft



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: April 9, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager T. J. T.
SUBJECT: Surplus Vehicles, Equipment, and Miscellaneous Items

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

RECOMMENDATION

It is recommended that the City Council declare the attached list of vehicles, equipment and miscellaneous items surplus and authorize the items be appropriately disposed and the remaining items auctioned off as surplus.

BACKGROUND

The attached list of vehicles, equipment and miscellaneous items are no longer used in the normal operations of the Public Works Department. These items have become a maintenance liability rather than an asset due to the limited useful life and present worth of each item.

ANALYSIS

Staff has researched and will sell the products online on Ebay, Craigslist or other source.

FINANCIAL IMPACT

Income from auctioned items not determined at this time.

Attachment: Proposed Surplus List

I:\Public Works Admin\Staff Reports\2019 Surplus Equipment.doc



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: April 9, 2019

TO: City Council

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

SUBJECT: Reallocate \$159,000 of unspent encumbered Successor Agency Bond funds and Approve the Notice of Completion for the Construction of Waterline and Pavement Rehabilitation at Daisy Ave., Iris Ave., Tulip Ave., Aster St., Starr St. and Campus St. (CIP 18-182)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council reallocate \$159,000 of unspent encumbered Successor Agency Bond funds and accept this project as substantially complete and authorize the City Clerk to file the Notice of Completion.

BACKGROUND

On August 14, 2018, City Council awarded the contract to T K Construction of San Bernardino in an amount of \$936,558.10 with an approved contingency amount of \$94,000. On February 26, 2019, City Council approved an appropriation of \$45,000 from the Water Acquisition Fund Balance at Mid-Year Budget for additional work on the project.

Unfortunately, field conditions at the various sites were unsuitable for construction requiring remediation. There existed unknown leaks, poor soil conditions and needed water valves. Additionally, unforeseen work was required to maintain continual water service at the Dialysis Center. This work alone added over \$50K to the project. The pavement repair portion of project contributed to the substantial cost overrun. The anticipated design for the bulk of the project included a grind and overlay method for pavement repair. Again, the unfortunate field condition of a very thin existing pavement section necessitated an additional layer of asphalt. This was needed to achieve the minimum pavement section for a reasonable life expectancy. The final project cost was \$1,253,906.

The Capital Projects-Successor Agency Bond (SAB) funds were appropriated for the construction of the Redlands Boulevard and California Street widening project. During the construction phase, \$1M of regional Measure I – Major Arterial Streets (MSART) funds were identified as eligible for the project. By accepting the regional MSART funding for the Redlands Boulevard and California Street widening project, unspent Capital Projects-Successor Agency Bond funds are available. The reallocation of the unspent funds will fund the additional project costs.

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 was provided by 07-7300-8500 (\$400,000), 65-7010-8500 (\$200,000), 38-7200-8500 (\$245,000), and 45-2400-8500, (\$408,906).

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# - Unkonwn

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 December 4, 2018

8. The work of improvement completed is described as follows: Construction of Waterline and Pavement Rehabilitation at Daisy Ave., Iris Ave., Tulip Ave., Aster St., Starr St. and Campus St. (CIP 18-182).

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is TK Construction, P.O. Box 9608, San Bernardino, CA 92427

10. The street address of said property is Daisy Ave., Iris Ave., Tulip Ave., Aster St., Starr St. & Campus 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 at Daisy Ave., Iris Ave., Tulip Ave., Aster St., Starr St. and Campus St. (CIP 18-182)

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: April 9, 2019

TO: City Council

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

SUBJECT: Approve an Appropriation of \$10,000 to the Parks Maintenance Account for Increased Assessment Fees to the Bear Valley Extension Water and Pipe Line Company

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of \$10,000 from General Fund balance to Parks Maintenance Account, expenditure account 01-4200-1870, Materials & Other Services, for increased assessment fees from Bear Valley Extension Water and Pipe Line Company for necessary waterline repairs.

BACKGROUND

The Bear Valley extension water line travels several miles from city of Redlands heading west and ending in city of Loma Linda on Mountain View Ave., providing water to Hulda Crooks Park. Their main distribution lines are extremely old and subject to ongoing failures. Thousands have been spent to repair leaks on the Beaumont Ave. line; however, it was determined that that section of the line requires replacement. They developed a project to slip line a 6-inch HDPE pipeline into the existing steel line in Beaumont Ave. at an approximate cost of \$265,000. They were successful in developing a 4-year financing plan with Bear Valley Mutual Water Company to fund this project. An increase of the assessment fees have been applied to the stockholders.

ANALYSIS

Bear Valley Mutual Water Company anticipates the cost of debt to be paid off by April 2022. Once the debt is paid off, the annual assessment fees will be adjusted to what it has been traditionally levied.

FINANCIAL IMPACT

Appropriate \$10,000 from General Fund Reserve balance into expenditure account 01-4200-1870, Materials & Other Services.



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: April 9, 2019

TO: City Council

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

SUBJECT: Approve an Appropriation of \$27,000 from Special Projects Fund Balance and Award Contract for the Design of Fire Station No. 1 Remodel and Expansion (CIP 19-851).

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council approve an appropriation of \$27,000.00 from Special Projects fund balance into Account No. 43-5980-8240. Then, it is recommended that the City Council award a contract for the subject project to Miller Architecture Corporation in an amount not to exceed \$42,000.00 for design services.

BACKGROUND:

This project was approved with the FY 2018-19 Capital Improvement Program Budget for design only. The project remodels and expands the existing Fire Station No. 1, including restrooms, dormitories, office, and storage spaces.

ANALYSIS:

March 10, 2015, City Council awarded a contract to Miller Architecture Corporation for design services to expand the Emergency Operations Center (EOC). Staff has determined that expanding the Fire Station adjacent to the EOC at the same time will provide an economy of scale advantageous to the City. This firm has performed satisfactorily for the City in the past. The overall budget requirement for this phase of the project has been reviewed considering the cost for the EOC design.

FINANCIAL IMPACT:

Appropriate \$27,000 into Account No. 43-5980-8240, General Capital Improvement.



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: April 9, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager *T.J.T.*
SUBJECT: Approve an Amendment to Omnitrans Agreement

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the amendment to the Omnitrans agreement to allow advertising on bus shelters and authorize the City Manager to sign the agreement.

BACKGROUND

Omnitrans is the mass transit operator for the San Bernardino Valley. They are responsible for bus shelter construction, operation and maintenance as well as bus transportation. On February 13, 2018 the City entered into an agreement with Omnitrans to install and maintain bus shelters within the City.

ANALYSIS

Omnitrans has provided a draft amendment for review and approval. The City Attorney and staff have reviewed this document, commented and now find it satisfactory. Omnitrans will be responsible for all advertising installation and maintenance at the bus shelters. The City will continue to receive two locations for Public Service Announcements. Location of bus shelters shall be by mutual agreement of both parties. Electronic advertising panels may be used as well as print advertising.

FINANCIAL IMPACT

None

Attachment

I:\Public Works Admin\Staff Reports\Agreement for Bus Shelters Omnitrans.doc



1700 W. Fifth St.
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

March 21, 2019

Mr. Jarb Thaipejr, City Manager
City of Loma Linda
25541 Barton Rd
Loma Linda, CA 92354

RECEIVED
DATE

MAR 25 2019

City of Loma Linda
Public Works

Subject: Amendment to Passenger Amenity Program Agreement

Dear Mr. Thaipejr,

Omnitrans would like to request an amendment to the Passenger Amenity Program Agreement executed by Omnitrans and the City of Loma Linda on February 27, 2018. The Omnitrans Board of Directors adopted a new Omnitrans Advertising Policy effective January 1, 2019. The Advertising Policy is applicable to the Passenger Amenity Program Agreement and necessitates an amendment to Section 3.1.11 to make reference to the new Advertising Policy.

Please find enclosed two originals of the proposed amendment for signature, and a copy of the Omnitrans Advertising Policy. Please circulate for signature and return one original to my attention at the address above. Feel free to let me know if you have any questions.

Thanks so much,

Anna Jaiswal
Development Planning Manager
anna.jaiswal@omnitrans.org
(909) 379-7256

Cc: Mr. P. Scott Graham, CEO/General Manager

AMENDMENT 1
TO
CITY OF LOMA LINDA
PASSENGER AMENITY PROGRAM AGREEMENT
BY AND BETWEEN
OMNITRANS
AND
CITY OF LOMA LINDA

This Amendment 1, effective _____, 2019 is entered into by and between Omnitrans (“Omnitrans”) and City of Loma Linda (“City”).

RECITALS

WHEREAS:

- I. Omnitrans and City have entered into City of Loma Linda Passenger Amenity Program Agreement dated February 27, 2018 (“Agreement”); and
- II. Omnitrans has adopted an Omnitrans System Commercial Advertising Policy and Content Guidelines, effective January 1, 2019 (the “Advertising Policy”); and
- III. The Advertising Policy is applicable to the Agreement, and governs the advertising that may be installed on the Amenities (as that term is defined in the Agreement); and
- IV. Omnitrans and City now desire to amend the Agreement to delete Section 3.1.11, Advertising Content, and to incorporate, by reference, the Advertising Policy in place of the content guidelines in the Agreement.

NOW THEREFORE, Omnitrans and City hereby amend the Agreement as follows:

- I. Delete Section 3.1.11, Advertising Content, in its entirety and replace with the following:

Advertising Content. All advertisements installed on the Amenities will comply with the Omnitrans Advertising Policy and Content Guidelines, as may be updated from time to time (“Advertising Policy”), and of which a copy has been provided to City and is available on file with Omnitrans or online at http://www.omnitrans.org/about/pdf/Omnitrans_System_Advertising_Policy.pdf.

- II. As hereby amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed on the date written above.

**SIGNATURE PAGE TO AMENDMENT 1 OF CITY OF LOMA LINDA
PASSENGER AMENITY PROGRAM AGREEMENT**

CITY OF LOMA LINDA

By: _____
T. Jarb Thaipejr
City Manager

Dated: _____

ATTEST

By: _____
Barbara Nicholson
City Clerk

APPROVED AS TO FORM

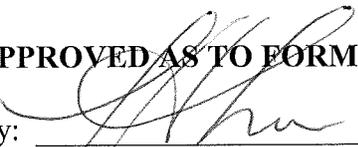
By: _____
Richard Holdaway
City Attorney

OMNITRANS

By: 
P. Scott Graham
CEO/General Manager

Dated: 3/15/19

APPROVED AS TO FORM

By: 
A. Haviva Shane
Omnitrans Legal Counsel



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: April 9, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director
SUBJECT: Approve Council Bill #R 2019-10 and Final Parcel Map No. 19928. (Southwest corner of Redlands Blvd. and Poplar St.)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve final Parcel Map No. 19928 and resolution, Council Bill #R 2019-10.

BACKGROUND

On August 14, 2018 the Loma Linda Planning Commission approved Tentative Parcel Map No. 19928, subject to conditions of approval. This subdivision, located on the south side of Redlands Boulevard, west of Poplar Street, is to combine two (2) parcels for commercial purposes. The project has the East Valley Corridor General Commercial zone designation. The map was a condition for the sale of the parcel on Poplar Street from the City to the applicant.

ANALYSIS

The final Parcel Map has been prepared and checked for technical correctness and requirements of the Subdivision Map Act. The majority of off-site improvements have been installed, any remainder will be installed under a Public Works permit and inspection as would be typical of a commercial type development. The parcels are currently vacant and will be developed with a commercial use. At that time, the 15' right-of-way dedication along Poplar Street will be required.

\\CCL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Final Map Approval\Accept PM 19928.doc

RESOLUTION NO. R 2019-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOMA LINDA, APPROVING FINAL PARCEL MAP 19928
(Southside of Redlands Boulevard, west of Poplar Street)

WHEREAS, developer has shown a desire to combine land in the City of Loma Linda for the purpose of creating a parcel for future development for which entitlement will be requested; and

WHEREAS, Parcel Map 19928 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves Final Parcel Map 19928.

PASSED, APPROVED AND ADOPTED this 9th day of April 2019 by the following vote:

Ayes:

Noes:

Absent:

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk



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: April 9, 2019

TO: City Council

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

SUBJECT: Amend Contract Agreement with Tryco General Engineering for the Replacement of Water Meters Various Locations. (CIP 18-650)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council approve an amendment to the Contractual Agreement with Tryco General Engineering to increase their contract by \$30,000.

BACKGROUND:

On October 9, 2018, City Council awarded a contract to Tryco General Engineering for replacement of water meters at various locations.

ANALYSIS:

Tryco Gen. Engineering was authorized from city staff the additional work for labor and equipment costs to install new meters at the eastside of VA Hospital as well as at the Oasis Townhomes. The cost for labor and equipment is estimated to be \$30,000.

FINANCIAL IMPACT:

Funding for this project has been budgeted in Account Number 65-7030-1300.

I:\Public Works Admin\Staff Reports\Award of Contract\Water Meters 2018 Contract Amd for addl funds 04-09-19.doc



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: April 9, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Konrad Bolowich, Assistant City Manager *[Signature]*
SUBJECT: Award contract for Extreme Network Infrastructure Refresh

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve a contract with TechStrata, LLC in the amount of \$62,847.27 for Extreme Network Infrastructure Refresh to include hardware, support and installation.

BACKGROUND

The City of Loma Linda is looking to replace six of its current 1 gigabyte per second switches with six next generation switches. The objective is to establish a 10 gigabyte per second infrastructure and replace the current aging equipment.

ANALYSIS:

Request for proposals resulted with four (4) firms responding with competitive bids which were reviewed and evaluated.

Company	Hardware	Installation	Support	Optional	Tax & Shipping	Total	Justification
TechStrata	\$39,301.92	\$12,800	\$4,087.85	\$3,161.60	\$3,495.90	\$62,847.27	Lowest bidder
Nth	\$40,111.00	\$16,420.00	\$4,151.00	\$3,155.00	\$3283.36	\$67,120.36	Higher bidder
MVATION	\$52,087.97	Not included	Not included	Not included	Not included	\$52,087.97	not completed as requested
Horus, LLC	\$58,036.89	Not included	Not included	Not included	Not included	\$58,036.89	not completed as requested

The lower bidder, TechStrata, LLC submitted a comprehensive bid in the amount of \$62,847.23 that included the requested switches and hardware along with installation services. Based upon the proposed scopes and the ability to complete within the budgeted amount in current fiscal year, it is recommended that contract be awarded to TechStrata, LLC.

FINANCIAL IMPACT

Funds are budgeted city wide account 8845.

ATTACHMENT

- A. Contract agreement and proposal

CITY OF LOMA LINDA

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of April 10, 2019, between the City of Loma Linda, a municipal corporation ("City") and TechStrata, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **April 10, 2019** and shall remain until tasks described herein are completed, but in no event later than **June 30, 2019** unless sooner terminated pursuant to the provisions of this Agreement, or as mutually extended in writing by the City.

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 provide requested switches and hardware along with the additional installation services for Information System Department for the **City of Loma Linda**, according to the Request for Proposal response dated April 1, 2019 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

The City's City Manager or his designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The 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 5 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 **sixty-two thousand eight hundred forty seven and twenty-seven cents (\$62,847.27)** 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 **sixty-two thousand eight hundred forty seven and twenty-seven cents (\$62,847.27)**. Any additional work in excess of this amount shall be approved by the City Council.2308.5

(c) Consultant will submit invoices monthly accounting 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. Alternatively, invoices may be sent in accordance with Consultant's project billing schedule, but no less often than once every four weeks during which services are performed. 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 fifteen (15) 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 percent (90%) 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 the actual value of 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 5(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 reasonable 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 from and against any liability (including liability for claims, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, 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.

(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.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow

any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001
(per occurrence) \$1,000,000, (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000
- Professional Liability (per claim and aggregate) \$1,000,000
- Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect 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 Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the City as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

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 sub-consultant. 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: Attn: City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

To Consultant: TechStrata, LLC
19800 MacArthur Blvd. Suite 300
Irvine, CA 92612
Tel: (949) 757-4130

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 **Mike Khalili** and/or her designee(s) as employees or sub-consultants to **TechStrata, LLC** (Consultant) shall perform the services described in this Agreement.

Consultant’s responsible employee may use assistants, under her 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 she 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,

EXHIBIT A

Cost Proposal - Option 2:
Extreme X590/X450-G2-48P switching Price Quotation

		TECHSTRATA, LLC "The Technology Stratum" 15600 MacArthur Blvd., Ste. 300 Irvine, CA 92612	Proposal and Quotation Quote Date: 4/3/2019 Expiration Date: 4/18/2018				
Customer Information		Sales Rep Information					
Name: Kyle McGavin Company: City of Loma Linda Address: 25541 Barton Road City/State/Zip: Loma Linda, 92354 Phone #: 909-799-4411 E-mail: kmcgavin@lomalinda-ca.gov		Salesperson: Mike Khalil Address: 15600 MacArthur Blvd., Ste. 300 City/State/Zip: Irvine, Ca 92612 Phone #: 949-742-4565 Fax #: E-mail: mike@techstrata.com					
Quote #: CLL-64012613							
RE: Extreme X590/X450-G2-48P switching Price Quotation							
Manuf. Part Number	Manufacturer	Description	List Price	Qty	Discount	Unit Price	Total Price
16791	Extreme Networks	X590-24T-1Q-2C Base System	\$14,445.00	2	52%	\$6,933.60	\$13,867.20
17115	Extreme Networks	X870 FAN MOD FRONT-TO-BACK AIRFLOW	\$268.00	8	52%	\$128.64	\$1,029.12
10560	Extreme Networks	770W AC P/S FRONT TO BACK AIRFLOW	\$637.00	4	52%	\$305.76	\$1,223.04
10410	Extreme Networks	100Gb QSFP28-QSFP28 Direct Attach Passive Copper Cable 0.5m	\$295.00	2	52%	\$141.60	\$283.20
5601013-U2	Extreme Networks	Power Cord USA Cord NEMA 6-15 C13	\$27.00	4	52%	\$12.56	\$51.84
16179	Extreme Networks	X450-G2-48P-10GE4-BASE	\$7,057.00	5	52%	\$3,387.26	\$16,936.80
10545	Extreme Networks	SUMMIT FAN MOD FB	\$316.00	5	52%	\$151.68	\$758.40
10311	Extreme Networks	0.5M QSFP+ PASSIVE COP CBL	\$268.00	2	52%	\$128.64	\$257.28
10312	Extreme Networks	1M QSFP+ PASS COP CBL	\$348.00	1	52%	\$167.04	\$167.04
10059	Extreme Networks	PWR CORD 13A USA NEMA 5-15 IEC320-C15	\$27.00	10	52%	\$12.56	\$125.60
10951	Extreme Networks	SUMMIT 713W AC PSU FB 715W AC P/S MOD	\$268.00	10	52%	\$459.84	\$4,598.40
Optional Juniper EX-UM-8X8SFP							
EX-UM-8X8SFP	Juniper Networks	10GE SFP+ transceiver module, long range for all systems with SFP+ and SFP/SFP+ slots	\$5,995.00	1	52%	\$2,877.60	\$2,877.60
Optional Fortinet SFP+LR							
FG-TRAN-SFP+LR	Fortinet	10GE SFP+ transceiver module, long range for all systems with SFP+ and SFP/SFP+ slots	\$284.00	1	0%	\$284.00	\$284.00
Subtotal:							\$ 42,463.52
Extreme Networks Switch maintenance							
97004-16791	Extreme Networks	EW NBD AHR 16791 This Year Term: 365 Days	\$1,164.00	2	5%	\$1,105.80	\$2,211.60
97004-16179	Extreme Networks	EW NBD AHR 16179	\$395.00	5	5%	\$375.25	\$1,876.25
TechStrata Professional Services							
TS-L4-SVC	TechStrata Professional Services	Consulting and Professional services fee - 2 Engineers for 4 days	\$2,400.00	8	33%	\$1,620.00	\$12,800.00
Subtotal:							\$ 16,887.85

NOTE: Purchaser's execution of this quote, either by issuance of a purchase order or by signing below, creates a binding purchase contract pursuant hereto. An additional charge of 1.5% per month is accrued on delinquent balances. Attorneys' fees and costs are recoverable by the prevailing party in any litigation enforcing this Agreement. This Agreement is entered into and to be interpreted under the laws of the State of California and venue is within Orange County, California.

Subtotal	\$69,351.37
Sales Tax	\$3,045.90
Shipping & Handling:	\$450.00
Total	\$62,847.27

Offered By:

TechStrata
Mike Khalil

Accepted By:

Date: _____

T&E:

PO #: _____

Ask us about our Financing options
 For more information, contact your Sales Executive

Offer Expiration 30 days from Quote Date
Terms: N-30 (OAC)



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: April 9, 2019

TO: City Council

FROM: Barbara Nicholson, City Clerk *BN*

SUBJECT: Council Bill #O-2019-03 (second reading/roll call vote) - adding Chapter 17.96 to the Loma Linda Municipal Code (LLMC) pertaining to the Installation of Wireless "Small Cell" Technology Within the Public Right-of-Way, and amending a Portion of Chapter 17.95 of the LLMC to insert clarifying language

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council waive reading of Council Bill #O-2019-03 in its entirety, direct the City clerk to read by title only and adopt on roll call vote.

BACKGROUND

On March 12, 2019, the City Council conducted a public hearing, introduced the proposed ordinance on First Reading and set second reading and adoption for April 9, 2019.

Also approved at the March 12, 2019 City Council meeting were Resolutions 3004 and 3005 approving the Design Guidelines and associated fees.

The Ordinance would:

1. Comply with new federal regulations that have taken effect related to the deployment of small cell facilities (as referenced above).
2. Provide for the development of aesthetic standards to address both aesthetic and location preferences. The Design Standards, which are discussed below in more detail, are proposed to be adopted by Resolution to give the City the ability to quickly respond and modify standards as necessary to address future changes/developments in technology.
3. Outline permit and process requirements that allow the City to meet the short approval timeframes (i.e., "shot clocks") set by the FCC.
4. Require a City-issued Encroachment permit and/or Construction Permit for the installation of small cell antennas within the public ROW. Since Southern California Edison (SCE) and other utility companies own nearly all of the existing streetlights, utility poles, hydrants, etc., within the public ROW, it is the responsibility of applicants to obtain prior permission from these entities to utilize their structures for attaching and operating a small cell facility.

FISCAL IMPACT

The proposed Ordinance includes provisions for cost recovery fees in reviewing applications for small cell facilities. The proposed fees are contained in Resolution 3005 which was adopted on March 12, 2019.

Attachment:

Council Bill #O-2019-03 – Amending LLMC Pertaining to Installation of Small Cell Technology Within the Public Right-of-Way

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADDING CHAPTER 17.96 TO THE LOMA LINDA MUNICIPAL CODE PERTAINING TO THE INSTALLATION OF WIRELESS “SMALL CELL” TECHNOLOGY WITHIN THE PUBLIC RIGHT-OF-WAY; AMENDING CHAPTER 9.02 TO ADD DEFINITIONS; AND AMENDING A PORTION OF CHAPTER 17.95 TO CLARIFY APPLICABILITY.

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

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City is authorized to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the Telecommunications Act of 1996 makes it unlawful for local government to prohibit, or have the effect of prohibiting, the “provision of personal wireless service,” prevents local government from “unreasonably discriminating among providers of functionally equivalent services,” and requires that local government “act on any authorization to place, construct or modify wireless service facilities within a reasonable period of time; and

WHEREAS, the next generation of wireless technology increasingly being deployed is typically referred to as “small cells;” and

WHEREAS, generally, the term “small cell” refers to the smaller coverage area of the wireless signal rather than the traditional macro-cell towers that can cover miles in each direction; and

WHEREAS, small cell facilities are often proposed to be attached to structures within public rights-of-way (ROW), including utility and light poles and other street furniture; and

WHEREAS, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

WHEREAS, the intent of FCC 18-133 is to implement Congress’s vision for a consistent national policy framework to guide the deployment of next-generation of wireless facilities across the nation; and

WHEREAS, among other things, FCC 18-133 places new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

WHEREAS, the existing wireless regulations in Chapter 17.95 of the Loma Linda Municipal Code do not fully address the topic of small cell wireless telecommunication facilities being installed within the public right-of-way and the limitations in FCC 18-133; and

WHEREAS, the City Council deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of small cells and other structures within the City's public right-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority; and

WHEREAS, the Loma Linda City Engineer is authorized to review and approve all work conducted within the public right-of-way, including the erection of utility poles for the stringing of wires for telephone, telegraph or electrical service, or for any other purpose; and

WHEREAS, this ordinance adds Chapter 17.96 to Title 17 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design guidelines and applicable fees as adopted by separate resolutions of the City Council; and

WHEREAS, this ordinance adds a series of new terms related to this subject; and

WHEREAS, Chapter 17.95 shall remain in effect as to wireless facilities not covered by Chapter 17.96.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Loma Linda City Council:

SECTION I. The foregoing Recitals are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

SECTION II. The Loma Linda Municipal Code for the City of Loma Linda ("Code") shall be amended to add a new Chapter 17.96 entitled "SMALL CELL FACILITIES IN THE PUBLIC RIGHT-OF-WAY" as follows:

17.96.010 Purpose and intent.

The purpose of this chapter is to establish procedures and standards, consistent with all applicable federal, state, and local laws for small cell facilities and eligible facilities requests in the City's public right-of-way and to ensure that facilities are carefully located, designed, constructed, modified, maintained, unified, and removed when no longer in use in conformance with all applicable health, safety, and welfare regulations.

A. Exemptions.

1. In the event that there is an emergency, disaster, special event, or other extenuating circumstances, the Community Development Director may exempt from the requirements of this chapter the installation of a "cell on wheels," "cell on truck," or a similar structure for a temporary period in connection with the emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.

2. The placement or modification of Wireless Facilities by the City or by any other agency of the state solely for public safety purposes.

17.96.020 Definitions.

Abandoned means any Small Cell Facilities or Wireless Support Structures that are unused for a period of one hundred eighty (180) days without the Operator otherwise notifying the City and receiving the City's approval.

Antenna means communications equipment that transmits or receives radio frequency signals.

Applicant means any Person applying for a Small Cell Permit under Chapter 17.96.

Base Station shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(1).

Collocation or **Collocate** means the same as defined by the Federal Communications Commission in 47 C.F.R. § 1.6002(g)(1) and (2), as may be amended.

Decorative Pole means a pole, arch, or other structure, except for a street light pole, placed in the public right-of-way that is specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; (c) temporary holiday or special event attachments.

Design Standards means those detailed design standards, specifications and examples adopted by the City Council pursuant to Chapter 17.96 related to the design and installation of Small Cell Facilities.

Eligible Facilities Request shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(3).

Meter Pedestal means the housing for the main source of power and distribution of panels for building, streetlights, parks and other uses.

Permittee means the Applicant issued a Small Cell Permit pursuant to this Chapter.

Person means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

Personal wireless service means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.

Public right-of-way means the surface of, and the space within, through, on, across, above, or below, any public street, public sidewalk, public boulevard, public parkway, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City of Loma Linda pursuant to Chapter 12.04.

Small Cell Facility shall mean a type of wireless infrastructure comprised of small antennas that are placed on existing or new vertical infrastructure (such as utility poles) within the public right-of-way, and which are accompanied by equipment installed on the pole, on or below the ground.

More specifically, a Small Cell Facility shall meet all of the following requirements:

- a. The facility
 - i. Is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d); or
 - ii. Is mounted on a structure no more than 10 percent taller than other adjacent structures; or
 - iii. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- b. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three (3) cubic feet in volume;
- c. All other wireless equipment associated with the facility, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than twenty-eight (28) cubic feet in volume;
- d. The facilities does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b);
- e. The facility is not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- f. The facility does not require antenna structure registration under 47 C.F.R. Part 17.

Small Cell Permit means the non-exclusive grant of authority issued by the City of Loma Linda to install a Small Cell Facility in a portion of the Public right-of-way.

Support Structure means any structure capable of supporting a Base Station.

Tower means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for personal wireless services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include Utility Poles.

Utility Pole means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs, street light poles, and Decorative poles.

Wireless Facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, without limitation, all of the following:

- a. Equipment associated with wireless communications;
- b. Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;

- c. Associated towers, support structures, or base stations; and
- d. The term does not include Coaxial or fiber-optic cable that is not immediately adjacent to or directly associated with a particular Antenna and equipment.

17.96.030 General Requirements

The following requirements shall apply to Wireless Facilities which are proposed for installation within the public right-of-way:

- A. The permitting procedures and authorizations set forth in this chapter shall apply only to Small Cell Facilities and Eligible Facilities Requests in the public right-of-way. Except for small cell facilities, facilities qualifying as eligible facilities requests, exempt facilities, or any other type of facility expressly allowed in the public right-of-way by state or federal law, no other Wireless Facilities or Wireless Telecommunications Facilities as defined in Chapter 17.02 shall be permitted pursuant to this Chapter.
- B. No Person shall occupy or use the Public right-of-way without first obtaining City approval and appropriate permit(s), and any requisite consent of the City. Before placing Wireless Facilities in the public right-of-way (other than exempt facilities), an Applicant must apply for and receive all necessary approvals and permits, including, but not limited to, a general encroachment permit for work within public right-of-way as provided under Chapter 12.04 of the Loma Linda Municipal Code.
- C. In occupying or using the public right-of-way, no Person shall compromise the public health, safety, and welfare.
- D. Nothing in this chapter precludes the City from applying its generally applicable health, safety, and welfare regulations when granting a permit for a Wireless Facility in the City's public right-of-way.
- E. Any wireless facility already existing in the public right-of-way as of the date of this Chapter's adoption shall remain subject to the provisions of the Loma Linda Municipal Code in effect prior to this Chapter, unless and until a renewal of such then-existing permit is granted, at which time the provisions of this Chapter shall apply in full force going forward as to such facility. The review of any request for a renewal of a permit for such pre-existing wireless facilities shall be conducted pursuant to this Chapter, rather than the portion(s) of the Municipal Code under which it was previously reviewed.

17.96.040 Administration

Community Development Director ("the Director") or his or her designee is responsible for administering this Chapter. As part of the administration of this Chapter, the Director may:

- 1. Interpret the provisions of this Chapter and the Design Standards;
- 2. Develop forms and procedures for submission of Applications consistent with this Chapter;

3. Determine the amount of and collect, as a condition of the completeness of any Application, any fee established by this Chapter in accordance with applicable laws and regulations;
4. Establish deadlines for submission of information related to an Application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations;
5. Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
6. Require, as part of, and as a condition of completeness of any application, notice to members of the public that may be affected by the Application; and
7. Take such other steps as may be required to timely act upon Applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

17.96.050 Application and Approval Process

- A. Pre-Application Conference. A pre-submittal conference with City staff and potential Applicants is strongly encouraged to discuss potential project applications on a conceptual level.
- B. Application Required. Prior to installation, modification, relocation or removal of a Wireless Facility in the public right-of-way, the Applicant shall apply to the City in-person and receive approval from the City.
- C. Required Application Materials. An applicant shall submit an application on the form approved by the Community Development and Public Works Departments, which may be updated from time-to-time, but in any event shall require the submission of all required fee(s), documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with applicable federal and state law and the Loma Linda Municipal Code, and will not endanger the public health safety, or welfare. Application forms shall be obtained from the Department of Community Development.
- D. Application Processing Fee. An application processing fee shall be collected at the time an Application is submitted for review and approval. The fee amount shall be in conformance with the limits prescribed by law and/or the established fee resolution of the City of Loma Linda.
- E. Incompleteness. Applications will be processed to determine completeness and consistency with all applicable federal, state, and local laws. If an application is incomplete, the Community Development Department and/or Public Works Department shall notify the applicant in writing of the specific deficiencies with the submitted application and/or materials.

- F. Application Approval. The final review and determination regarding a complete application shall be made by the Director.
1. Except for Eligible Facilities Requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, they find the following:
 - a. Safety and compliance of the design of the proposed facilities, relevant structures, landscaping, luminaries and other site features which may include functional aspects of the site development, including compliance with any applicable design standards, as adopted by resolution of the City Council; and
 - b. Compliance with all applicable requirements and standards of state and federal law; and
 2. For eligible facilities requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:
 - a. That the application qualifies as an eligible facilities request; and
 - b. That the proposed facility will comply with all generally-applicable laws.
 3. Application approval shall not be construed to waive standard permit fees for building or public works permits authorizing construction activities conducted within the City.
 4. Decisions shall be in writing and include the reasons for the decision.
 5. The Director is authorized, in his or her discretion, to select and retain independent consultant(s) with expertise in telecommunications in connection with the review of any application under this Chapter. Such independent consultant review may be retained on any issue that involves specialized or expert knowledge in connection with an application, including, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

17.96.060 Design Standards

The City Council shall adopt by resolution detailed Design Standards to provide guidance and a degree of consistency in the design of small cell facilities proposed for placement within the public right-of-way. The guidelines are not intended to dictate a one-size fits all approach for use at all times and/or for all potential locations, but to illustrate how small cell facilities can be aesthetically integrated into the existing public streetscape and neighborhood character with the least amount of adverse visual impact as possible.

In the event that strict compliance with any provision contained in the approved Design Standards, as applied to a specific proposed Small Cell Facility, would effectively prohibit the provision of personal wireless services, the Director may grant exceptions from strict compliance. All waivers

approved pursuant to this subsection shall be (1) granted only on a case-by-case basis; and (2) narrowly-tailored to minimize deviation from the requirements of the adopted Design Standards.

17.96.070 Standard Conditions of Approval

All applications approved to install a small cell facility within the public right-of-way shall be subject to the following standard conditions of approval, in addition to any supplemental conditions imposed by the City and other sections of this Ordinance, unless modified by the Director:

- A. Installation Time Frame. Approved small cell facilities within the public right-of-way shall be fully complete per approved plans within 180 days from the date of approval.
1. An applicant may submit a written request for a time extension to the Community Development Director for an extended time frame not to exceed 180 days from the last day of the previous approval time frame.
 2. Requests for a time extension shall be submitted in writing to the Community Development Director at least 10 calendar days prior to the expiration date of the initial small cell facility approval date. Requests for the time frame extension shall provide a reason for the delay.
 3. Failure to complete the project within above specified periods shall deem the project approval null and void and require the removal of all work performed in the right-of-way or require the submittal of a new project application and payment of associated fees, including the cost for new building and/or public works permits.
- B. Permit Duration. A small cell permit shall be valid for a period of ten (10) years, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such Permit shall automatically expire, unless an extension or renewal has been granted. A person holding a small cell permit must either (1) remove the small cell facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) at least ninety (90) days prior to expiration, submit an application to renew the small cell permit, which application must, among all other requirements, demonstrate that the impact of the small cell facility cannot be reduced. The small cell facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.
- C. Other Permits Required. Upon the approval a Small Cell Facility Application, and prior to the commencement of work in the public right-of-way, the applicant shall obtain all required public works and/or building permits to construct and/or install the approved Small Cell Facility and pay all applicable fees.
- D. Insurance. Permittees obtaining a permit to install a small cell facility in the public right-of-way, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit commercial general liability insurance policy for bodily injury and property damage and general aggregate amount as determined by the City Risk Manager. All coverages are to be arranged on an occurrence basis and include coverage for those hazards

normally identified during construction. All insurance coverage required herein shall be written in a form and by a company or companies reasonably approved by the Risk Manager of the City of Loma Linda and authorized to do business in the State of California. All such insurance policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City of Loma Linda as an additional insured as its interest may appear under this Permit.

- E. Transferability. The approval to operate a small cell facility within the public right-of-way may be transferred to a new person upon written notice to the City if no change to the physical configuration of the approved facility is proposed. A new person seeking to make changes to the physical components of an existing approved facility and/or desiring to upgrade to new technology may be subject to the requirement of submitting a new application and review process to utilize the subject location.
- F. Emergency Contact and Access. The Permittee shall provide a contact person and phone number where a live individual can be contacted in the event of an emergency. In the event of an emergency, the City or its designee may enter onto the facility to inspect upon a 24 hours' notice to the Permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- G. Maintenance. The Permittee shall continually maintain the appearance of all components related to the small cell facility or wireless support structure. A description of the anticipated maintenance and monitoring program for the antennae and back-up equipment, including frequency of maintenance services, back-up service plans for disruption of service due to repair, maintenance or monitoring activities shall be provided to the City and kept on file for reference at any time.
- H. Generally Applicable Health and Safety Regulations. All Small Cell Facilities shall be designed, constructed, operated, and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including, without limitation, all applicable regulations for human exposure to RF emissions.
- I. No Liability. The City shall not be liable to the Permittee by reason of inconvenience, annoyance, or injury to the Small Cell Facilities and related ground or pole-mounted equipment or activities conducted by the Permittee therefrom, arising from the necessity of repairing any portion of the public right-of-way, or from the making of any necessary alteration or improvements, in or to, any portion of the Public right-of-way, or in, or to, City's fixtures, appurtenances, or equipment.
- J. Signal Interference Prohibited. In the event that a Permittee's Small Cell Facility interferes with the public safety radio system, or the City's or State of California's traffic signal system, then the Permittee shall, at its cost, immediately cooperate with the City to either rule out Permittee as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing.

- K. Annual Fee for Use of City-Owned Structures. For small cell facilities installed on City-owned structures, the Permittee shall be required to pay the annual fee established in the master license agreement with the City.
- L. Annual Certification. On or before January 15th of every year after commencing operations, the Permittee shall submit written confirmation to the City that each facility is operating as approved. The certification shall indicate that the facility is operating as approved and that the facility complies with the most current FCC safety standards.
- M. Indemnification. The Permittee and, if applicable, the owner of the property on which the Small Cell Facilities or Wireless Support Structures in the Public right-of-way are installed shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Permittee who owns or operates Small Cell Facilities and wireless service in the Public right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Permittee, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Public right-of-way.
- N. Surety Bond. All owners must procure and provide to the City a bond, or provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this Chapter. The bond must be maintained for as long as the owner has Small Cell Facilities and/or Wireless Support Structures located in the Public right-of-way. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell Facilities, Wireless Support Structures, and all other related facilities and equipment, based on the greater of two contractors' quotes for removal that are provided by the Permittee, and damage to City property caused by a Permittee or its agent of each Small Cell Facility and/or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.
- O. Priority of City Right-of-Way Improvements. All small cell facilities located and/or utilizing existing structures, within the public right-of-way are subject to modification and/or relocation as the result of right-of-way improvements due to:
1. New development on private property requiring or conditioned to underground existing overhead wires and utility poles; or
 2. Implementation of a City Council approved capital improvement project (CIP) necessitating removal or placement of existing overhead wires, utility poles, and/or other structures underground.
- P. Relocation of A Small Cell Facility. The relocation of any small cell facility shall require the submittal and approval of a new project application and payment of associated processing and permit fees.

- Q. City Removal for Safety and Imminent Danger Reasons. In the event that the installation or operation of a small cell facility is determined by the City Engineer or Building Official to pose an imminent danger to the public, health, safety, or welfare, then the City may:
1. Order the Permittee to take immediate action, at the Permittee's sole cost and expense, to remedy the dangerous condition(s), including the requirement to disconnect, remove, or relocate all, or a component of, the applicable Small Cell Facility; or
 2. Upon the failure of the Permittee to promptly remedy the dangerous condition, the City, at the Permittee's sole cost and expense, may take appropriate action to address the dangerous condition(s), including the disconnection, removal, or relocation of any component of the Small Cell.
- R. Removal/Abandonment of Facilities. Any small cell facility that ceases to be operational for a period of more than 180 days, without due cause as approved by the City, shall be considered to be abandoned. Abandoned facilities shall, at the Permittee's sole cost and expense, be removed in its entirety from the public right-of-way, with 60 days or notice from the City.
- S. Restoration. The Permittee shall repair, at its sole cost and expense, any damage to the public right-of-way, any facilities or landscaping located within the Public right-of-way, and/or the property of any third party resulting from the Permittee's installation, removal, or relocation activities (or any other of the Permittee's activities hereunder) within ten (10) calendar days following the date of such activities. Restoration of the public right-of-way and such property must be to substantially the same condition as it was immediately before the date that the Permittee was granted a Small Cell Permit for the applicable location, or did the work at such location (even if the Permittee did not first obtain a Small Cell Permit). This includes restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration, and replacement shall be subject to the approval of the Community Development Director and/or Public Works Director.
- T. Changes in State or Federal Standards and Regulations. When required by any revised applicable state or federal standards and regulations, the owners of the Small Cell Facilities governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities into compliance with any applicable revised standards and regulations shall constitute grounds for removal at the owner's expense.
- U. Tree and Vegetation Trimming. The Permittee and its contractors and agents shall obtain prior written permission from the City Public Works Director before removing or trimming any trees or other vegetation in the public right-of-way to install or maintain clearances for a small cell facility. When trimming trees or vegetation on private property, the Permittee and its contractors and agents shall notify the City and obtain prior written permission from the affected property owner(s). Improper pruning or "topping" of trees is prohibited and may result in fines and/or require replacement of the tree, at the Permittee's sole cost and expense, to the satisfaction of the Community Development Director. The City shall not be liable for any damages, injuries, or claims arising from the Permittee's actions under this section.

- V. Noise. The Permittee is required to incorporate ambient noise suppression measures and/or to place the equipment in locations less likely to impact adjacent residences or businesses to ensure compliance with all applicable noise regulations.
- W. Code Compliance. The Permittee shall at all times maintain compliance with all applicable federal, state, and local laws, regulations and other rules, including, without limitation, those applying to the use of public right-of-way.
- X. No waiver of standing. The city's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

17.96.080 Standard Conditions of Approval – Eligible Facilities Requests

In addition to the conditions imposed by the Director, all permits for an eligible facility requests granted pursuant to this Article shall be subject to the following additional conditions, unless modified by the Director:

1. Permit subject to conditions of underlying permit. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.
2. No permit term extension. The city's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.
3. No waiver of standing. The city's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

17.96.090 Effect of Partial Invalidity

The provisions of this Chapter are hereby declared to be severable, and if any section, subsection, or clause of this Chapter is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this Chapter that can be given effect.

17.96.100 Penalty

The City Manager may excuse violations of this Chapter for reasons of *Force Majeure*. For purposes of this section, "*Force Majeure*" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of California or any of their

departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Permittee, but only to the extent the disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions hereof.

SECTION IV. Chapter 17.95 of the Loma Linda Municipal Code shall be amended as follows:

Amend the first paragraph of Section 17.95.010 to add: This Chapter applies to all wireless telecommunications facilities existing and proposed to be located within the corporate boundary of the City of Loma Linda, except wireless telecommunications facilities in the public right-of-way which are subject to Chapter 17.96.

SECTION V. Environmental Review.

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City’s boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Ordinance is a “project” within the meaning of State CEQA Guidelines section 15378, the Ordinance is exempt from CEQA on multiple grounds.

First, the Ordinance is exempt from CEQA because the City Council’s adoption of the Ordinance is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Ordinance will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Ordinance, the applicant would have to submit an application for installation of the small cell facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Moreover, in the event that the Ordinance is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land). The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino within five working days of the passage and adoption of the Ordinance.

SECTION VI. Validity

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

SECTION VII. Effective Date.

This Ordinance shall become effective thirty days after adoption.

SECTION VIII. Posting.

The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 12th day of March, 2019 and was adopted on the _____ day of _____, 2019.

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk

I, Barbara Nicholson, City Clerk of the City of Loma Linda, DO HEREBY CERTIFY that foregoing is a true and correct copy of Ordinance No. _____ of said City, which was introduced at a regular meeting of the City Council held on the ____ day of _____, 2019, and finally passed not less than five (5) days thereafter on the ____ day of _____, 2019, by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Barbara Nicholson, City Clerk



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: April 9, 2019

TO: City Council

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

SUBJECT: Adopt City Council Bill R 2019-09, Budget Revenue and Approve an Appropriation for Road Repair and Accountability Act of 2017 (SB1)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council adopt Council Bill R 2019-09, budget revenue and approve an appropriation of \$400,000.00 for SB1 Capital Improvement Projects to include Richardson Street, Acacia Street, Hillcrest Street, Crestview Drive, Richmond Road, Shepardson Drive, Poplar Street, Bellaire Street, Le Mar Road and Taylor Street 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 approved 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 \$400,000.00 and the City is required to sustain a maintenance of effort similar to that required by the regional transportation funding programs

FINANCIAL IMPACT

Appropriate \$400,000.00 for SB1 – Road Maintenance and Rehabilitation (RMRA), into the Expenditure Account No 07-7300-8500 and budget revenue in Account No. 07-9370.

Attachment

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RESOLUTION NO. 2019-09

RESOLUTION APPROVING THE 2019-20 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 \$400,00.00 in RMRA funding in Fiscal Year 2019-20 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 13 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 2019-20 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 2019-20 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 _____, 2019, by the following vote:

Package	PPNo	Title	Description	Location	Life Min	Life Max
LSR-2020-5407	PP007	Citywide	Repave/resurface 2.0 miles of roadway	Richardson Street from Huron Street to Lawton Avenue	7	15
				Acacia Street from Huron Street to Lawton Avenue	7	15
				Hillcrest Street from Huron Street to Lawton Avenue	7	15
				Crestview Drive from South end to Poplar Street	7	15
				Richmont Road from Crestview Dive to Lawton Avenue	7	15
				Shepardson Drive from Mound Street to Benton Street	7	15
				Poplar Street from Prospect Avenue to Shepardson Drive	7	15
				Bellaire Street from Barton Road to Shepardson Drive	7	15
				Le Mar Road from Bellaire Street to Benton Street	7	15
Taylor Street from Bellaire Street to Benton 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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 9, 2019

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager *[Signature]*

SUBJECT: Terminate the Animal Housing Service Agreement with the City of San Bernardino and approve an Animal Housing Service Agreement with the City of Redlands

RECOMMENDATION

It is recommended that the City Council authorize termination of the existing Animal Housing Service Agreement with the City of San Bernardino and approve an Animal Housing Service Agreement with the City of Redlands

BACKGROUND

The City of Loma Linda established a combined Animal Control/Code Enforcement position to perform these duties for the City. The City currently contracts with the City of San Bernardino for animal sheltering services. San Bernardino is in the process of evaluating its shelter and is anticipating a transfer of its shelter operations to Riverside County. In light of these logistical changes, Loma Linda would be either left without local animal shelter facilities or would be required to transport shelter animals to Jurupa Valley. The Agreement with the City of San Bernardino provides for termination by either party upon thirty (30) calendar days written notice. An agreement has been negotiated with the City of Redlands to manage the Loma Linda shelter needs until such time as the animal's disposition is arranged.

ANALYSIS

Staff evaluated proposals and conditions at the animal shelter in Redlands and the Riverside County facility in Jurupa Valley. The Redlands facility provides a level of service comparable to that at Jurupa Valley, and is located in close enough proximity so that citizens and staff can attend to issues arising with sheltered animals in a timely and convenient manner, providing the best combination of cost, efficiency, and service.

ENVIRONMENTAL

There is no environmental impact

FINANCIAL IMPACT

The proposed cost of the agreement with the City of Redlands is \$110,627.00 per year and is comparable to the cost of the current agreement with the City of San Bernardino. Funds are budgeted in FY 2018-2019 from 01-1660-1830 (Code Enforcement)

Attachment

ANIMAL HOUSING SERVICE AGREEMENT BETWEEN THE CITY OF
LOMA LINDA AND THE CITY OF REDLANDS

This Animal Housing Services Agreement ("Agreement") is made this 16th day of April, 2019, by and between the City of Loma Linda, a municipal corporation and charter city ("Loma Linda") and the City of Redlands, a municipal corporation and general law city ("Redlands"). Loma Linda and Redlands are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Loma Linda desires to make available to its residents animal housing services;
and

WHEREAS, Redlands has the knowledge, skills, resources, and experience that qualify it to provide animal housing services for Loma Linda;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

Section 1. Scope of Services. Redlands will impound, care for, and dispose of animals delivered to the Redlands Animal Shelter by both residents and the official representatives of Loma Linda in accordance with the provisions of this Agreement.

Section 2. Impounding and Disposal of Animals. Redlands shall, through its Animal Control Department, accept, impound, and dispose of dogs, cats and other animals which are delivered to the Redlands Animal Shelter, located at 504 Kansas Street, or any other location designated in writing by Redlands, by an authorized agent, officer, employee or resident of Loma Linda. Redlands shall, for and on behalf of Loma Linda, pursuant to applicable laws, release to the owner, permit adoption, humanely destroy, or otherwise dispose of all animals received. No domesticated animal shall be disposed of without an attempt to first notify the owner, if the owner is known by Redlands. Redlands shall not provide for emergency veterinary care, and Loma Linda shall be responsible for transporting and provides appropriate emergency treatment or euthanasia for all ill and/or injured animals located within Loma Linda's city limits.

Section 3. Holding Periods. No dog, cat, or other domesticated animal shall be disposed of by Redlands before the time allotted under state law. After the required holding period, the animal shall be deemed the property of Redlands, and Redlands is authorized to dispose of the animal in any manner permitted by state law.

Section 4. Warranty of Lawful Apprehension. Loma Linda warrants to Redlands that all animals impounded by Loma Linda's authorized agents, officers, employees, or other

authorized representatives have been legally apprehended and impounded pursuant to existing state laws.

Section 5. Fees

A. Loma Linda shall pay to Redlands a fee in the amount of thirteen thousand six hundred seventy three dollars (\$13,673) for animal housing services and shelter improvements for the period beginning May 13, 2019, through June 30, 2019. The amount due for the period of May 13, 2019, through May 31, 2019, shall be five thousand five hundred ninety three dollars and fifty cents (\$5,593.50). The amount due each month thereafter should be eight thousand seventy nine dollars and fifty cents (\$8,079.50). Redlands shall submit an invoice to Loma Linda on or before the tenth day of each month during the term of this Agreement for the amount due for the prior month. Loma Linda shall pay each such invoice no later than the last day of the month in which billed.

B. Loma Linda shall promptly review invoices and notify Redlands of any objection thereto; absent such objection in writing within ten (10) calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable. If Loma Linda fails to pay Redlands within thirty (30) calendar days after an invoice is submitted, Redlands shall have the right, after written notice to Loma Linda, to consider such default in payment a material breach of this Agreement. Loma Linda shall have ten (10) calendar days following the date of such written notice within which to correct such breach. If Loma Linda continues to fail to make payment, the duties, obligations and responsibilities of Redlands under this Agreement may be terminated. Such termination by Redlands does not release Loma Linda from the obligation to pay Redlands for services previously rendered.

C. Loma Linda may withhold payment of any disputed sums until satisfaction of the dispute with respect to such payment. Loma Linda shall give written notice to Redlands within ten (10) calendar days of the date of issuance of the disputed invoice. Such withholding shall not be deemed to constitute a default in payment as described in Section 5B, above. Redlands shall have the right of appeal to the Mayor and City Council of Loma Linda with respect to such disputed sums. The determination of the Mayor and City Council of Loma Linda with respect to such matter shall be made within twenty (20) days of the receipt of Redlands written appeal and shall be final for administrative purposes, subject to any civil proceeding discussed below. Redlands shall be entitled to receive interest on any improperly withheld sums at the rate of seven percent (7%) simple per annum from the date of withholding of any amounts found to be improperly withheld. For any disputed sum, either Party may attempt to collect a debt through a civil proceeding. Notwithstanding any other provision of this Agreement, if the City Council of Loma Linda determines any invoice shall not be paid to the City, Redlands shall have the right to immediately terminate this Agreement.

Section 6. Delegation of Authority. Redlands Animal Control officers, agents and employees are hereby authorized to collect Loma Linda's license, apprehension, and related

penalty fees at the City/Animal Shelter, as directed by Loma Linda, for all animals received under this Agreement. Redlands shall provide all animal impound records and release forms to Loma Linda as requested.

Section 7. Funds Collected by Redlands. License deposits collected by Redlands for Loma Linda in connection with this Agreement shall be paid to Loma Linda on or before the twentieth calendar day of each month following collection. Fees for adoption, micro-chipping, daily board, vaccination, euthanasia (at the request of a Loma Linda resident) and release shall be retained by Redlands. Rabies vaccination deposits shall be refunded to the depositor upon presentation of proof of vaccination.

Section 8. Loma Linda's Indemnification. Loma Linda shall defend, indemnify, and hold harmless Redlands, and its elected and appointed officials, officers, employees and agents, from and against any and all actions, causes of action, claims, demands, lawsuits, costs and expenses, and liability for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of, or in connection with, the performance of this Agreement, excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or willful misconduct of Redlands, its officers, employees or agents. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorneys' fees. The costs, salary, and expenses of the Redlands' City Attorney and members of his or her office or retained counsel shall be considered as "attorneys' fees" for the purposes of this Section 8.

Section 9. Redlands' Indemnification. Redlands shall defend, indemnify, and hold harmless Loma Linda, its officers, employees and agents, from and against any and all actions, causes of action, claims, demands, lawsuits, costs and expenses, and liability for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of, or in connection with, the performance of this Agreement, excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the negligence or willful misconduct of Loma Linda, its officers, employees or agents. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorneys' fees. The costs, salary and expenses of the Loma Linda's City Attorney and members of his or her office or retained counsel shall be considered as "attorneys' fees" for the purposes of this section.

Section 10. Warranty. Redlands makes no warranty, either express or implied, as to its finding, recommendations, plans, reports, professional advice or other work except that the work will be performed in accordance with generally accepted standards of practice in effect at the time of such performance.

Section 11. Worker's Compensation Insurance. Redlands is self-insured under the Worker's Compensation laws of the State of California and will provide worker's compensation

coverage for its employees and will ensure that the employees of any of its agents providing services pursuant to the Agreement are covered by worker's compensation insurance in an amount and form to meet all applicable requirements of the laws of the State of California. Loma Linda shall not provide worker's compensation insurance for any Redlands employee, agent or subcontractor operating under the terms of this Agreement under any circumstances whatsoever. Furthermore, notwithstanding any other provision set forth herein, Loma Linda shall not indemnify, defend or hold harmless Redlands, its officers, employees, agents or subcontractors for worker's compensation claims.

Section 12. Prohibition against Transfers. Redlands shall not assign this Agreement or any interest therein directly or indirectly, by operation of state law or otherwise without the prior written consent of Loma Linda. Any attempt to do so without said consent shall be null and void, and any assignee, shall acquire no right or interest by reason of such attempted assignment.

Section 13. Anti-Discrimination. Redlands certifies and agrees that all persons employed by Redlands are and will be treated equally by Redlands without regard to or because of race, religion, ancestry, national origin, handicap, or sex and in compliance with State and Federal Anti-Discrimination Laws.

Section 14. Independent Contractor. Redlands is an independent contractor and not an employee of Loma Linda, nor shall any of Redlands' employees, agents or subcontractors operating under this Agreement be deemed an employee of Loma Linda.

Section 15. Conflict of Interest.

A. Redlands or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interest.

B. Redlands shall conform to all requirements of the Act. Failure to do so constitutes a material breach and in grounds for termination of the Agreement by Loma Linda.

Section 16. Term and Termination.

A. The term of this Agreement shall commence on May 13, 2019, and terminate on June 30, 2022.

B. This Agreement may be terminated by either Party upon thirty (30) calendar days prior written notice. In the event of termination, Redlands shall be paid for the services performed under this Agreement to the date of termination.

Section 17. Indemnity.

A. City shall defend, indemnify and hold harmless Owner, and its officers, employees and agents from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from the City's exercise of its rights or performance of its obligations under this Agreement by City, or from any negligent or wrongful act or omission of City in performing or, failing to perform, its obligations under this Agreement.

B. Owner shall defend, indemnify and hold harmless City and its elected officials, officers, employees and agents from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent or wrongful act or omission of Owner in performing its obligations under this Agreement.

Section 18. Severability.

In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties.

Section 19. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City of Loma Linda
Asst. City Manager Konrad Bolowlch
Office of the City Manager
25541 Barton Road
Loma Linda, CA 92354

City of Redlands
Shayna Walker, Operations Manager
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

Section 20. Attorneys' Fees. If any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to its reasonable attorneys' fees. The costs, salary and expenses of any in

house counsel and/or the City Attorney and members of his/her office or retained counsel shall be considered as "attorneys' fees" for the purpose of this section.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between Loma Linda and Redlands and may be modified only by further written agreement between the Parties through their respective authorized bodies.

Section 22. Construction of Provisions and Titles. All titles or subtitles appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning of construction of any of the terms or provision of its Agreement.

IN WITNESS WHEREOF, the Parties have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, on the day and year set forth above.

CITY OF LOMA LINDA
A Municipal Corporation

CITY OF REDLANDS
A Municipal Corporation

By: _____
T. Jarb Thaipejr, City Manager

By: _____
Paul W. Foster, Mayor

ATTEST:

ATTEST:

Barbara Nicholson, City Clerk

Jeanne Donaldson, City Clerk

Approved as to Form:

Approved as Form:

Richard Holdaway, City Attorney

Daniel J. McHugh, City Attorney

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF APRIL 9, 2019

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, April 9, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

Agenda item requests for the May 14, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, April 30, 2019

- A. Call To Order**
- B. Roll Call**
- C. Items To Be Added Or Deleted**
- D. Oral Reports/Public Participation - Non-Agenda Items (Limited to 30 minutes; 3 minutes allotted for each speaker)**
- E. Conflict of Interest Disclosure - Note agenda item that may require member abstentions due to possible conflicts of interest**

F. **Scheduled Items**

G. **Consent Calendar**

2. Demands Register
3. Minutes of March 12, 2019

H. **Chair and Member Reports**

I. **Reports of Officers**

J. **Adjournment**



Loma Linda Housing Authority Official Report

Rhodes Rigsby, Chairman
John Lenart, Vice Chairman
Ovidiu Popescu, Member
Phillip Dupper, Member
Ronald Dailey, Member

HOUSING AUTHORITY AGENDA: April 9, 2019
TO: Housing Authority Board
SUBJECT: Demands Register

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

RECOMMENDATION

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

vchlist
03/20/2019 6:00:00PM

Voucher List
CITY OF LOMA LINDA
03-26-2019 HA

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2125	3/12/2019	005791 CENTURYLINK	78615795 HA	P-0000015176	CITY INTERNET AND VOIP	2.84
					Total :	2.84
2126	3/14/2019	000868 SBC TAX COLLECTOR	PROPERTY TAX		2018-2019 ANNUAL SECURED PROP TA	10,548.33
					Total :	10,548.33
2127	3/18/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 36740			PROFESSIONAL/LEAGAL SERVICES	133.01
					Total :	133.01
2128	3/26/2019	004547 ACSC	CHO089616086	P-0000015569	HOMEOWNERS INS - SIMAMORA - 254	912.00
					Total :	912.00
2129	3/26/2019	004631 DHA CONSULTING, LLC	19-0204	P-0000015469	HOUSING AUTHORITY CONSULTIN SV	948.75
					Total :	948.75
2130	3/26/2019	001799 STRADLING,YOCCA, CARLSON, & RAUTH	351880-0000		PROFESSIONAL/LEGAL SERVICES	2,014.80
					Total :	2,014.80
6 Vouchers for bank code :		bofaha			Bank total :	14,559.73
6 Vouchers in this report					Total vouchers :	14,559.73

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 2125 through 2130 for a total disbursement of \$ 14,559.73, 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 04-09-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



Loma Linda Housing Authority Official Report

Rhodes Rigsby, Chairman
John Lenart, Vice Chairman
Ovidiu Popescu, Member
Phillip Dupper, Member
Ronald Dailey, Member

HOUSING AUTHORITY AGENDA: April 9, 2019
TO: Housing Authority Board
SUBJECT: Minutes of March 12, 2019

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

RECOMMENDATION

It is recommended that the City Council approve the minutes of March 12, 2019.

Loma Linda Housing Authority

Minutes

A Regular Meeting of March 12, 2019

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 7:27 p.m., Tuesday, March 12 2019, 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.

HA-2019-06 – Consent Calendar

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

The Demands Registers dated March 12, 2019 with commercial demands totaling \$2,854.95.

The minutes of February 26, 2019 as presented.

The meeting adjourned at 7:28 p.m.

Approved at the meeting of _____.

Secretary

CITY OF LOMA LINDA

CITY COUNCIL AS SUCCESSOR AGENCY
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF APRIL 9, 2019

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, April 9, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

In acting in the limited capacity of Successor Agency as provided in California Health and Safety Code §§ 34173 and 34176, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability with regards to the responsibilities of the former Loma Linda Redevelopment Agency under AB 1X26. Nothing herein shall be construed as an action, commitment, obligation, or debt of the City itself, or a commitment of any resources, funds, or assets of the City to fund the City's limited capacity as the Successor Agency to the Loma Linda Redevelopment Agency. Obligations of the Successor Agency shall be funded solely by those funds or resources provided for that purpose pursuant to AB 1X26 and related statutes.

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

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

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

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

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

Agenda item requests for the May 14, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, April 30, 2019

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 Registers
2. Minutes of March 12, 2019

G. **Adjournment**



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: April 9, 2019
TO: Board Members
SUBJECT: Demands Register

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

RECOMMENDATION

It is recommended that the Successor Agency Board approve the attached list of demands for payment.

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1321	3/18/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	36734		PROFESSIONAL LEGAL/LEGAL SERVIC	83.13
					Total :	83.13
1322	3/19/2019	004631 DHA CONSULTING, LLC	19-0203	P-0000015302	Contractual Services - 2018-19A	1,196.25
					Total :	1,196.25
1323	3/26/2019	001799 STRADLING, YOCCA, CARLSON, & RAUTH	351882-0000		PROFESSIONAL/LEGAL SERVICES	1,748.00
					Total :	1,748.00
3 Vouchers for bank code : bofasa						Bank total : 3,027.38
3 Vouchers in this report						Total vouchers : 3,027.38

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 1321 through 1323 for a total disbursement of \$ 3,027.38, 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 04-09-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: April 9, 2019
TO: Board Members
SUBJECT: Minutes of March 12, 2019

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

RECOMMENDATION

It is recommended that the City Council approve the minutes of March 12, 2019.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of March 12, 2019

A special meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 7:26 p.m., Tuesday, March 12, 2019, 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-2019-04 - Consent Calendar

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

The Minutes of February 26, 2019 as presented.

The meeting adjourned at 7:27 p.m.

Approved at the meeting of _____.

City Clerk