

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF SEPTEMBER 8, 2020

CORONAVIRUS (COVID-19) ADVISORY

The City Council Chambers will be open to the public, physical distancing and masks required; seating may be limited.

PARTICIPATION WILL ALSO BE AVAILABLE TO THE PUBLIC VIA ZOOM'S VIRTUAL MEETING PLATFORM FOR THE PURPOSE OF PUBLIC COMMENT AND VIA THE CITY'S YOUTUBE CHANNEL FOR VIEWING ONLY.

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View only live stream - <https://www.youtube.com/channel/UCSOe1mP-1Iw9W8ZeX3CUS0Q> - click "Live Now"

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 - Please click this URL to join Zoom Meeting: <https://us02web.zoom.us/j/8616208259> If you do not wish for your name to appear on the screen, you may "rename" yourself to be anonymous – right click your display square and click “rename.
 - If you want to provide public comments and are using a computer or laptop without a microphone, you will also need to call in using the information below and dial your Participant ID on the phone when prompted.
 - Please use the “Raise Hand” button to request to speak. If you're unable to locate this button, use the meeting's “chat” function to inform the moderator you wish to speak.
- Join by phone:
 - Dial 1(408) 638-0968 and follow prompts - *NOTE: Your phone number will appear on screen if you plan to speak at the meeting.*
 - **Meeting ID: 861 620 8259**
 - Verbal participation over the phone
 - Dial *6 to mute and unmute yourself. You will be muted by default upon entering the meeting. The meeting host will unmute those who wish to speak at the appropriate time. Please keep yourself on mute when not speaking.
 - Dial *9 to “raise your hand” to request to speak.
 - Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda, and when the Meeting's presiding officer requests comments from the public.

Disclaimer: If you decide to connect to the City's Zoom meeting the phone number you dial in with and/or the information you provided on your Zoom account may be unintentionally recorded and broadcasted by the city.

In addition to the above, Public Comments may be submitted via email to ask@lomalinda-ca.gov; are limited to 250 words and may be submitted until the start of the meeting at 7:00 p.m.

Meetings are accessible to people with disabilities. Every attempt will be made to swiftly address each request. Requests in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at bnicholson@lomalinda-ca.gov or (909) 799-2890.

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF SEPTEMBER 8, 2020

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, September 8, 2020 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.

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

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

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

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

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

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

Agenda item requests for the October 13, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.

A. Call To Order

B. Roll Call

C. Closed Session

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

E. Items To Be Added Or Deleted

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

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

H. **Scheduled and Related Items**

1. **Public Hearing** - Council Bill #R-2020-30 - Amending the Master User Fee Schedule to Update Fire Prevention Inspection and Plan Check Fees [**Fire Department**]

I. **Consent Calendar**

2. Demands Registers
3. Minutes of July 28, 2020
4. July 2020 Treasurer's Report
5. July and August 2020 Fire Department Reports
6. Award contract for: [**Public Works**]
 - a. Waterline/Pavement Rehabilitation at Lawton Avenue, Daisy Avenue, Fern Avenue, Tulip Avenue, Aspen Street, Orange Grove Street, Richardson Street, Acacia Street, Hillcrest Street, Richmond Road, and Poplar Street (CIP 20-199)
 - b. Fabrication Art in Public Places (CIP 19-740)
7. Accept as complete and authorize recordation of Notice of Completion for Construction of Storm Drain Improvements, San Marcos Dr. & San Lucas Dr. (CIP 19-411) T. E. Roberts, Inc., Contractor [**Public Works**]
8. Appropriate \$36,700 from Capital Projects SA Bond Proceeds and Approve the Notice of Completion for the Construction of ADA Access Ramps at Various Locations (CIP 20-196) S & H Civilworks, Contractor [**Public Works**]
9. Request to re-appropriate \$1,037,000 from Fiscal Year 2019-20 to Fiscal Year 2020-21 for Water System Improvements on Mountain View Avenue (CIP 20-655) [**Public Works**]
10. Council Bill #R-2020-31 - Adopting a Five-year Capital Project Needs Analysis, Fiscal Years 2021-22 through 2025-26 [**Public Works**]
11. Council Bill #R-2020-33 Approving a tentative parcel map waiver and approving Final Parcel Map No. 19771 (Southwest corner of Barton Road and Anderson Street) [**Public Works**]
12. Council Bill #R-2020-29 – modifying wages, hours, and other terms and conditions of employment for the members of the Loma Linda Professional Firefighters Local 935 [**Assistant City Manager**]
13. Approve an agreement with the County of San Bernardino Registrar of Voters to place a secure permanent ballot drop box at the Civic Center entrance [**City Clerk**]
14. Approve a Products and Services Agreement for electronic payment processing with BridgePay Network Solutions, LLC, subject to review and possible minor modifications by the City Attorney [**Finance**]
15. Approve and appropriation of \$10,000 from General Fund to expenditure account 01-1940-1670 for cost related to the COVID-19 pandemic [**Information Systems/Engineering**]

J. **Old Business**

- 16 Letter to LAFCO requesting notification of detachment or reorganization and exclusion of Scotch Lane community from such action [**Assistant City Manager**]

K. **New Business**

17. Council Bill #R-2020-32 - Adopting the Measure I Five-Year Capital Improvement Plan [**Public Works**]
18. League of California Cities 2020 Annual Conference Resolutions Packet and direction to voting delegate [**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 meeting scheduled for September 22, 2020



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: Dan Harker, Fire Chief *DA*
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Public Hearing-Council Bill #R-2020-30-Amending the Master User Fee Schedule to Update Fire Prevention Inspection and Plan Check Fees.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve the Fee Study Update, then adopt Council Bill #R-2020-30 establishing an updated schedule of fees and charges for Fire Prevention Inspection and Plan Check.

BACKGROUND

A similar type of study, the Development Impact Fee Calculation and Nexus Study, was prepared by Revenue & Cost Specialists (RCS) in 2013/14. RCS provided an excellent, supportable and professional product. RCS also conducted a City wide Fee Study in 2015. On February 25, 2020 City Council awarded a contract to RCS to update the current fee study for Fire Inspection and Plan Check and provide recommendations based on the findings. Over the following five months RCS and staff identified the services and costs necessary in order to maintain the current level of service provided to the community. RCS compiled and analyzed the data then generated the update.

ANALYSIS

This hearing is to introduce, discuss and take comment on the Fee Study update. Staff and RCS have identified costs related to services provided by the City. The methods used were determined to be consistent, employ basic business principles and applied across the board. The methods of the study are believed to meet the intent and definition of Article XIII B of the State Constitution which addresses city revenues. Also it is in compliance with Proposition 4, that fees for services cannot exceed the "costs reasonably borne" by the City to provide those services.

FINANCIAL IMPACT

Adoption of the Fee Study Update and recommended fee schedule potentially could provide the necessary funding to cover most service costs by user payer, approximately \$13,700.00 of additional revenue from the previous Fee Study conducted in 2015.

ATTACHMENTS:

Exhibit A: Copy of Fee Study Performed by RCS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LOMA LINDA, AMENDING THE FEE SCHEDULE TO UPDATE FEES ASSOCIATED WITH FIRE PREVENTION PRACTICES

WHEREAS, The City of Loma Linda has the statutory authority to impose fees, charges and rates under its regulatory and police power as authorized by the State of California; and

WHEREAS, heretofore the City Council has adopted Ordinance No. 455 on July 23, 1991, establishing its policy as to the recovery of costs and more particularly the percentage of costs reasonable borne to be recovered from users of City services and directing staff as to the methodology for implementing said Ordinance, and

WHEREAS, pursuant to Government Code Section 66016, the specific fee to be charged for services must be adopted by the City Council by resolution; and

WHEREAS, the City of Loma Linda finds it necessary to add a new fee to the current Fee Schedule that was adopted pursuant to Resolution No. 2872.

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

Section 1. Fee Schedule amendment. Update fees associated with Fire Prevention Practices as outlined in Exhibit A.

Section 2. Constitutionality. If any portion of this resolution is declared invalid or unconstitutional, then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

Section 3. Effective date. This resolution shall go into full force and effect immediately, but shall be subject to the terms and conditions of Ordinance No. 455.

Section 4. That the City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this ____ day of ____ 2020 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Phill Dupper, Mayor

ATTEST:

Barbara Nicholson, City Clerk

EXHIBIT A

SUMMARY OF CURRENT FEES AND PROPOSED FEES

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-002A

TITLE: FIRE SPRINKLER PLAN CHECK/INSPECT

CURRENT FEE

New SFR - \$545
New Comm/MFR 1-50 heads - \$920 per building
New Comm/MFR 51-150 heads - \$1,155 per building
New Comm/MFR each add'l 50 heads over 150 heads - \$115 per building
New Tract PC - \$545 per model plus \$115 per layout
New Tract Inspect (Per Unit): 0-2,000 SF - \$145 \$2,000+ SF - \$260
Exist SFR - \$545
Exist Comm/MFR 1-50 heads - \$865 per building
Exist Comm/MFR 51-150 heads - \$980 per building
Exist Comm/MFR each add'l 50 heads over 150 heads - \$115 per building

RECOMMENDED FEE

New SFR - \$885
New Comm/MFR 1-50 heads - \$1,240 per building
New Comm/MFR 51-150 heads - \$1,490 per building plus \$125 each add'l 50 heads Plus \$195 per each add'l riser
New Tract PC - \$690 per model plus \$80 per layout
New Tract Inspect (Per Unit): 0-2,000 SF - \$115 \$2,000+ SF - \$180
Exist SFR - \$700
Exist Comm/MFR 1-50 heads - \$1,045 per building
Exist Comm/MFR 51-150 heads - \$1,170 per building plus \$85 each add'l 50 heads Plus \$195 per each add'l riser

REF #: S-002B

TITLE: FIRE ALARM SYSTEM PLAN CHECK/INSP

CURRENT FEE

1-10 devices - \$720 per building
11-50 devices - \$1,095 per building
51-100 devices - \$1,730 per building
101-150 devices - \$4,845 per building
Each additional 50 devices over 150 devices - \$635 per building

RECOMMENDED FEE

1-10 devices - \$840 per building
11-50 devices - \$1,070 per building
51-100 devices - \$1,480 per building
101-150 devices - \$3,465 per building
Each additional 50 devices over 150 devices - \$450 per building

REF #: S-002C

TITLE: FIXED FIRE PROTECT SYSTEM PC/INSP

CURRENT FEE

Commercial Hood - \$520
Halon Alternative - \$545
FM 200 System - \$545

RECOMMENDED FEE

Commercial Hood - \$850
Halon Alternative - \$675
FM 200 System - \$675

REF #: S-002D

TITLE: SOLAR SYSTEM FIRE PLAN CHECK/INSP

CURRENT FEE

Single Family Residential - \$230 per system
Multi-Family/Commercial/Industrial - Charge the fully allocated hourly rates for the time of all personnel involved plus any outside costs.

RECOMMENDED FEE

Single Family Residential - \$170 per system
Multi-Family/Commercial/Industrial:
0-25,000 Sq Ft - \$880
25,001+ Sq Ft - \$1,380

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-002E	TITLE: HYDRANT FLOW FIELD TEST
<u>CURRENT FEE</u> \$510 per test	<u>RECOMMENDED FEE</u> \$500 per test

REF #: S-002F	TITLE: UNDERGROUND PIPING PLAN CHECK/INSP
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$1,225 per system

REF #: S-002G	TITLE: FIRE PUMP PLAN CHECK/INSPECTION
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$1,030 per system

REF #: S-002H	TITLE: STANDPIPE SYSTEM PLAN CHECK/INSPECT
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$625 per system per building

REF #: S-003	TITLE: FIRE PLAN CHECK REVISION
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$460 per review

REF #: S-003A	TITLE: ADDITIONAL FIRE PLAN CHECK/INSPECT
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$460 per plan review \$90 per inspection

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-004

TITLE: FIRE PLANNING/BUILDING PLAN REVIEW

CURRENT FEE

Fire & Life Safety Plan Review and Inspection - 12.5% of Building fee with a \$70 minimum

RECOMMENDED FEE

Fire & Life Safety Staff Plan Review and Inspection - 20% of Building fee with a \$90 minimum

Plus Contract fees:

Architectural - T1 - \$375

Architectural - New - \$580

Architectural - New > 4 Story or R-1/R-2 with more than 50 units - \$710

Development Review - \$375

REF #: S-037

TITLE: FIRE PREVENTION INSPECTION

CURRENT FEE

A, B, E, I, R-Large Occupancies - \$345 per inspection

R-Small Occupancies - \$170 per inspection

State Permitted Tents - \$230 per inspection

Public Government Buildings - \$690 per inspection

Other - \$115 per hour (1 hour minimum)

RECOMMENDED FEE

A, E, I Occupancies - \$275 per inspection

R-Small Occupancies - \$135 per inspection

R-Large Occupancies - \$180 per inspection

State Permitted Tents - \$180 per inspection

Large Tents - \$365 per inspection

Public Government Buildings - \$545 per inspection

Other - \$90 per hour (1 hour minimum)

REF #: S-039

TITLE: WEED ABATEMENT

CURRENT FEE

Abatement cost plus 70% (\$100 minimum)

RECOMMENDED FEE

Abatement cost plus 70% (\$100 minimum)

REF #: S-040

TITLE: ENGINE COMPANY INSPECTION

CURRENT FEE

Small Office/Mercantile/Manufacturing - \$70 (6,000 sq ft or less)

Large Office/Mercantile/Manufacturing - \$140 (over 6,000 sq ft)

Apartments:

3-30 units - \$70

31-60 units - \$105

61-100 units - \$140

100+ units - \$275

RECOMMENDED FEE

For 50% Cost Recovery:

Small Office/Mercantile/Manufacturing - \$85 (6,000 sq ft or less)

Large Office/Mercantile/Manufacturing - \$170 (over 6,000 sq ft)

Apartments:

3-30 units - \$85

31-60 units - \$125

61-100 units - \$170

100+ units - \$335

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-041B **TITLE: FIRE CODE PERMIT**

CURRENT FEE

\$115 per permit

RECOMMENDED FEE

\$180 per permit

REF #: S-041C **TITLE: HAZARDOUS MATERIALS DISCLOSURE**

CURRENT FEE

None

RECOMMENDED FEE

\$1,180 per review

REF #: S-041D **TITLE: FIRE CODE PERMIT - NEW**

CURRENT FEE

\$230 per permit
if 2 or more permits - \$150 per permit

RECOMMENDED FEE

\$170 per permit

REF #: S-041E **TITLE: BURN PERMIT**

CURRENT FEE

\$60 per permit

RECOMMENDED FEE

\$45 per permit

REF #: S-041F **TITLE: SPECIAL SYSTEM PLAN CHECK/INSPECT**

CURRENT FEE

None

RECOMMENDED FEE

Plan Review - \$380 per review
Inspection - \$210 per inspection

Plus the fully allocated hourly rate for all personnel or outside costs
for any needed additional work.

REF #: S-042 **TITLE: FIRE FALSE ALARM RESPONSE**

CURRENT FEE

1st 3 responses in a six month calendar period - Free
4th response - \$135 per piece of apparatus
5th response - \$270 per peice of apparatus
6th response and subsequent responses - \$405 per peice of
apparatus

RECOMMENDED FEE

1st 3 responses in a six month calendar period - Free
4th response - \$170 per piece of apparatus
5th response - \$340 per peice of apparatus
6th response and subsequent responses - \$510 per peice of
apparatus

DRAFT
Fee Study Report
for the
City of Loma Linda
Fire Department
MAY 2020

Prepared by:

Revenue & Cost Specialists, LLC

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Fullerton, CA 92831

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(714) 992-9020

**& Revenue
Cost
Specialists, LLC**

Serving Local Governments Since 1975

May 27, 2020

Mr. Dan Harker, Fire Chief
City of Loma Linda
Fire Department
25541 Barton Road
Loma Linda, CA 92354

Mr. Harker,

This Report is submitted pursuant to our contract with the City to perform a revenue and cost analysis and to update a cost distribution and cost control system for the City for Fire Department services.

The motivation for this study is the need of both the City Council and City staff to maintain City's services at a level commensurate with the standards previously set by the City Council, and to maintain effective policy and management control of City services.

This Report provides current information about the City's status on recovery of costs for Fire services. In addition, it will assist in projecting and determining the future level and equity of these City services.

RCS wishes to thank all City staff for their assistance and cooperation extended to us during the accomplishment of our work, without whose aid this Report could not have been produced.

Respectfully submitted,



ERIC JOHNSON
President

EXECUTIVE SUMMARY

Revenue & Cost Specialists (RCS) has prepared this Fee Study so that the City of Loma Linda may consider an update to its Fire Department fee-based services. The Fee Study provides a factual and methodological support for an equitable approach to financing an array of public safety services provided by the City to applicants and community members.

The principal goal of the Fee Study is to identify the total costs incurred by the City in the Fire review processes. In turn, this information can be relied upon by the City Council to support budgetary policy decisions relative to full cost recovery. Fees that are lower than full cost are being subsidized by the City's General Fund (and, therefore, the taxpayers). Legally, the fees must not exceed the cost of providing the service, but if they are lower than the full costs this will require the diversion of funds for other purposes (e.g., general fire and police services) to cover the subsidized costs of these services.

Organization of Report. This Executive Summary explains the core definitions and principles that guide this Fee Study. Those definitions and principles are integral to the methodology and approach utilized to determine the appropriate fee level for each type of cost. The report then lists the Types of Costs included in our analysis and our General Recommendations.

COSTS GENERALLY DEFINED

The basic costs of operating any business are (i) direct labor and employee benefits, (ii) direct materials, and (iii) overhead costs. At its most basic level, this Fee Study (and any fee study) should allocate an appropriate portion of each category of cost to the overall cost of processing the various types of applications and approvals that are described below.

To fully understand the methodology of this Fee Study, however, it is also necessary to review some of the key legal principles relating to taxes and cost recovery in California. Specifically, after the passage of Proposition 13, the California Taxpayers Association, the California Chamber of Commerce, the National Tax Limitation Committee and the California Association of Realtors put Proposition 4 before the voters. Proposition 4, which ultimately became Article XIII B of the State Constitution, addressed all city revenues and established a limit on the growth of tax revenues. Proposition 4 also specifically required that fees for services *not* exceed the "costs reasonably borne" by the City in providing the service. If the fee exceeds the cost, the excess fee is defined to be a special tax, which Proposition 13 requires be approved by two-thirds

City of Loma Linda Fire Department Fee Study

of the voters.

While the purpose of Proposition 4 is clear on its face, to remove any doubt the California Chamber of Commerce produced a summary of the "Drafter's Intent," which recommended a business-oriented approach to the costs of governmental services. The Drafter's Intent explained:

The phrase costs reasonably borne by such entity in providing the regulation, product, or service is intended to incorporate ***all appropriations*** by an entity for reasonable costs appropriate for the continuation of the service overtime. This includes ongoing expenses such as ***operation costs*** and a ***reasonable allocation for overhead and administration***, but it also includes ***reasonable allocation for start-up costs*** and ***future capacity***. Thus, reasonable allocations for capital replacement, expansion of services, and repayment of related bond issuances would be considered "costs reasonably borne."¹

TYPES OF COSTS

The Chamber of Commerce utilized terms such as "operation costs" and "reasonable allocation for overhead and administration" as broad categories of the types of costs that are properly recoverable. For purposes of this Fee Study, those categories for cost recovery are broken-down even further, to include (i) salaries and wages, (ii) employee fringe benefits, (iii) maintenance and operation costs, (iv) departmental overhead, and (v) general City overhead. Each of those categories are described and defined in greater detail below. They are then used in calculating the full cost recovery amount for each type of application in the cost detail worksheets provided as Exhibit B to this Fee Study.

¹ A Summary of Proposed Implementing Legislation and Drafter's Intent with Regard to Article XIII B of the California Constitution (Proposition 4, November, 1979); Spirit of 13, Inc.; 1980; California Chamber of Commerce; page 6.

City of Loma Linda Fire Department Fee Study

Salaries and Wages

Because, the City is fundamentally a service provider, it is unsurprising that salaries and wages make up the single largest element of cost for most City services. In order to accurately and fairly determine how much employee time (and resulting wage/salary cost) was spent on each category of application extensive interviews of City personnel were conducted, back-up documentation was reviewed and researched, and reports and accounting records were examined. The amount of time spent on each application type was multiplied by the wage/salary rate of the personnel involved to yield that portion (wage/salary) of the overall cost of processing each application type.

One hundred percent of the time of all Fire Department employees was distributed. In other words, everyone had to be someplace, all their time. No judgments were made about what personnel should or might be doing. Their time was distributed to those service centers where the time was expended.

Employee Fringe Benefits

The cost of employee fringe benefits is allocated in proportion to the employee work time spent on each application type. For example, if an employee spends 4 hours working on an application (which is about .19% of an annual work-year), then a corresponding portion of the costs of fringe benefits (.19%, in this example) will also be allocated to the application's cost.

Maintenance and Operation Costs

To determine maintenance and operation costs, RCS examined the 2019-2020 Council-approved budget and determined the appropriate allocation for all non-personnel expenses, such as professional services, insurance, and operating supplies. The specific method of allocation depended on the type of application. In many circumstances, maintenance and operation costs were allocated on a proportional percentage basis. However, in some circumstances, a direct allocation – where a specific project necessitated a specific professional service – was possible, in which case that more precise allocation was made.

City of Loma Linda Fire Department Fee Study

General and Departmental Overhead Costs

Overhead costs provide the vital glue that holds an organization together operationally and provide important coordinating capabilities. They also provide the day-to-day support services and facilities required for the organization to function effectively. RCS calculated an overhead rate to allocate these costs proportionally based on salaries.

Full Cost Distribution. The purpose of deriving general and departmental overhead costs is to apportion these amounts to direct service program costs. By adopting this method, the City will be aware of its true costs and be able to emulate business methods. Article XIII B's (Proposition 4 of 1979) authors intended this, defining as part of "costs reasonably borne" a calculated "reasonable allocation for overhead and administration."

General City Overhead. These services primarily set policy and support other departments without providing a deliverable service to the public. Where they do perform an end-user service, such costs have not been allocated to other departments.

Departmental Overhead. Costs in this category involve support functions within a department and involve the allocation of staff time within and among departmental functions. These services also do not provide end-user deliverables to the public, but instead provide vital administrative support within specific departments. This would be for tasks such as supervision by a department head or clerical support by departmental administrative staff.

Fully Allocated Hourly Rates

All the above items make up the fully allocated hourly rate which is calculated for each position within the Fire Department.

City of Loma Linda Fire Department Fee Study

GENERAL RECOMMENDATIONS

Adoption of Modifications to Current Fee Structure

It is recommended that the City Council adjust the fee schedule for the enumerated City services presented in Appendix A of this Report. Continued use of the "full business costing" concept will create consistency in the establishment of fees, and allow for timely adjustment to reflect changes in the cost of providing services

Review of Suggested Recovery Rates

The City Council should review each service and the suggested recovery rate to determine how much of each service should be recovered through fees, and how much should be subsidized through the City's tax dollars. This review is very important because it gives City staff direction as to what the Council wants to subsidize and what it does not.

CONCLUSION

If all the recommendations and suggestions made in this Report are adopted, the City would recover an estimated additional \$13,700 in costs on an annual basis, which would improve the City's financial picture. Also, far more equity between taxpayers and fee-payers, as well as fairness between property-related and non-property-related services could be secured, assisting in the City's continued financial stability into the future. The following Schedule 1 portrays the various services assessed during our analysis.

Appendix A – Summary of Current and Proposed Fees

Appendix A includes a summary of the current Fire Department fees matched up with the proposed fees for each service presented.

Appendix B - Detailed Worksheets

The substance of RCS's work effort on this project is primarily comprised of two different worksheets shown in the detail of this report (see Appendix B). The first, "Revenue and Cost Summary Worksheet" is on the left-hand side. These worksheets include a description of the

City of Loma Linda Fire Department Fee Study

service, the current fee structure, the recommended recovery rate, and other pertinent information. Also included are the revenue and cost comparisons and suggestions for fee modifications.

Presented on the facing page, titled "Cost Detail Worksheet", is the worksheet which details the costs involved with each service. This page identifies those employees providing the service, the time spent, and their related costs.

CITY OF LOMA LINDA

SUMMARY OF REVENUES, COSTS, AND SUBSIDIES

FISCAL YEAR 2019-2020

REF # (1)	SERVICE CENTER (2)	TOTAL REVENUE (3)	TOTAL COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	% RECOVERY		POSSIBLE NEW REVENUE (8)
					ACTUAL (6)	TARGET (7)	
S-002A	FIRE SPRINKLER PLAN CHECK/INSPECT	\$58,175	\$55,509	\$2,666	104.8%	100%	(\$2,700)
S-002B	FIRE ALARM SYSTEM PLAN CHECK/INSP	\$42,205	\$35,961	\$6,244	117.4%	100%	(\$6,200)
S-002C	FIXED FIRE PROTECT SYSTEM PC/INSP	\$2,650	\$3,895	(\$1,245)	68.0%	100%	\$1,200
S-002D	SOLAR SYSTEM FIRE PLAN CHECK/INSP	\$20,700	\$19,363	\$1,337	106.9%	100%	(\$1,300)
S-002E	HYDRANT FLOW FIELD TEST	\$8,160	\$8,000	\$160	102.0%	100%	(\$200)
S-002F	UNDERGROUND PIPING PLAN CHECK/INSP	\$0	\$3,675	(\$3,675)	0.0%	100%	\$3,700
S-002G	FIRE PUMP PLAN CHECK/INSPECTION	\$0	\$1,030	(\$1,030)	0.0%	100%	\$1,000
S-002H	STANDPIPE SYSTEM PLAN CHECK/INSPECT	\$0	\$625	(\$625)	0.0%	100%	\$600
S-003	FIRE PLAN CHECK REVISION	\$0	\$459	(\$459)	0.0%	100%	\$500
S-003A	ADDITIONAL FIRE PLAN CHECK/INSPECT	\$0	\$550	(\$550)	0.0%	100%	\$600
S-004	FIRE PLANNING/BUILDING PLAN REVIEW	\$22,400	\$55,305	(\$32,905)	40.5%	100%	\$32,900
S-037	FIRE PREVENTION INSPECTION	\$84,385	\$57,299	\$27,086	147.3%	100%	(\$27,100)
S-039	WEED ABATEMENT	\$27,500	\$37,874	(\$10,374)	72.6%	100%	\$0
S-040	ENGINE COMPANY INSPECTION	\$54,705	\$140,614	(\$85,909)	38.9%	50%	\$0
S-041B	FIRE CODE PERMIT	\$13,800	\$21,828	(\$8,028)	63.2%	100%	\$8,000
S-041C	HAZARDOUS MATERIALS DISCLOSURE	\$0	\$2,362	(\$2,362)	0.0%	100%	\$2,400
S-041D	FIRE CODE PERMIT - NEW	\$1,150	\$852	\$298	135.0%	100%	(\$300)
S-041E	BURN PERMIT	\$120	\$91	\$29	131.9%	100%	\$0
S-041F	SPECIAL SYSTEM PLAN CHECK/INSPECT	\$0	\$591	(\$591)	0.0%	100%	\$600
S-042	FIRE FALSE ALARM RESPONSE	\$0	\$58,856	(\$58,856)	0.0%	100%	\$0
S-042A	MEDICAL AID RESPONSE	\$146,600	\$5,210,744	(\$5,064,144)	2.8%	100%	\$0
S-045	FIRE INCIDENT REPORT SALES	\$6	\$374	(\$368)	1.6%	100%	\$0
TOTAL		\$482,556	\$5,715,857	(\$5,233,301)	8.4%		\$13,700

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APPENDIX A

SUMMARY
OF
CURRENT FEES
AND
PROPOSED FEES

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-002A

TITLE: FIRE SPRINKLER PLAN CHECK/INSPECT

CURRENT FEE

New SFR - \$545
New Comm/MFR 1-50 heads - \$920 per building
New Comm/MFR 51-150 heads - \$1,155 per building
New Comm/MFR each add'l 50 heads over 150 heads - \$115 per building
New Tract PC - \$545 per model plus \$115 per layout
New Tract Inspect (Per Unit): 0-2,000 SF - \$145 \$2,000+ SF - \$260
Exist SFR - \$545
Exist Comm/MFR 1-50 heads - \$865 per building
Exist Comm/MFR 51-150 heads - \$980 per building
Exist Comm/MFR each add'l 50 heads over 150 heads - \$115 per building

RECOMMENDED FEE

New SFR - \$885
New Comm/MFR 1-50 heads - \$1,240 per building
New Comm/MFR 51-150 heads - \$1,490 per building plus \$125 each add'l 50 heads Plus \$195 per each add'l riser
New Tract PC - \$690 per model plus \$80 per layout
New Tract Inspect (Per Unit): 0-2,000 SF - \$115 \$2,000+ SF - \$180
Exist SFR - \$700
Exist Comm/MFR 1-50 heads - \$1,045 per building
Exist Comm/MFR 51-150 heads - \$1,170 per building plus \$85 each add'l 50 heads Plus \$195 per each add'l riser

REF #: S-002B

TITLE: FIRE ALARM SYSTEM PLAN CHECK/INSP

CURRENT FEE

1-10 devices - \$720 per building
11-50 devices - \$1,095 per building
51-100 devices - \$1,730 per building
101-150 devices - \$4,845 per building
Each additional 50 devices over 150 devices - \$635 per building

RECOMMENDED FEE

1-10 devices - \$840 per building
11-50 devices - \$1,070 per building
51-100 devices - \$1,480 per building
101-150 devices - \$3,465 per building
Each additional 50 devices over 150 devices - \$450 per building

REF #: S-002C

TITLE: FIXED FIRE PROTECT SYSTEM PC/INSP

CURRENT FEE

Commercial Hood - \$520
Halon Alternative - \$545
FM 200 System - \$545

RECOMMENDED FEE

Commercial Hood - \$850
Halon Alternative - \$675
FM 200 System - \$675

REF #: S-002D

TITLE: SOLAR SYSTEM FIRE PLAN CHECK/INSP

CURRENT FEE

Single Family Residential - \$230 per system
Multi-Family/Commercial/Industrial - Charge the fully allocated hourly rates for the time of all personnel involved plus any outside costs.

RECOMMENDED FEE

Single Family Residential - \$170 per system
Multi-Family/Commercial/Industrial:
0-25,000 Sq Ft - \$880
25,001+ Sq Ft - \$1,380

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-002E	TITLE: HYDRANT FLOW FIELD TEST
<u>CURRENT FEE</u> \$510 per test	<u>RECOMMENDED FEE</u> \$500 per test

REF #: S-002F	TITLE: UNDERGROUND PIPING PLAN CHECK/INSP
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$1,225 per system

REF #: S-002G	TITLE: FIRE PUMP PLAN CHECK/INSPECTION
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$1,030 per system

REF #: S-002H	TITLE: STANDPIPE SYSTEM PLAN CHECK/INSPECT
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$625 per system per building

REF #: S-003	TITLE: FIRE PLAN CHECK REVISION
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$460 per review

REF #: S-003A	TITLE: ADDITIONAL FIRE PLAN CHECK/INSPECT
<u>CURRENT FEE</u> None	<u>RECOMMENDED FEE</u> \$460 per plan review \$90 per inspection

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-004

TITLE: FIRE PLANNING/BUILDING PLAN REVIEW

CURRENT FEE

Fire & Life Safety Plan Review and Inspection - 12.5% of Building fee with a \$70 minimum

RECOMMENDED FEE

Fire & Life Safety Staff Plan Review and Inspection - 20% of Building fee with a \$90 minimum

Plus Contract fees:

Architectural - T1 - \$375

Architectural - New - \$580

Architectural - New > 4 Story or R-1/R-2 with more than 50 units - \$710

Development Review - \$375

REF #: S-037

TITLE: FIRE PREVENTION INSPECTION

CURRENT FEE

A, B, E, I, R-Large Occupancies - \$345 per inspection

R-Small Occupancies - \$170 per inspection

State Permitted Tents - \$230 per inspection

Public Government Buildings - \$690 per inspection

Other - \$115 per hour (1 hour minimum)

RECOMMENDED FEE

A, E, I Occupancies - \$275 per inspection

R-Small Occupancies - \$135 per inspection

R-Large Occupancies - \$180 per inspection

State Permitted Tents - \$180 per inspection

Large Tents - \$365 per inspection

Public Government Buildings - \$545 per inspection

Other - \$90 per hour (1 hour minimum)

REF #: S-039

TITLE: WEED ABATEMENT

CURRENT FEE

Abatement cost plus 70% (\$100 minimum)

RECOMMENDED FEE

Abatement cost plus 70% (\$100 minimum)

REF #: S-040

TITLE: ENGINE COMPANY INSPECTION

CURRENT FEE

Small Office/Mercantile/Manufacturing - \$70 (6,000 sq ft or less)

Large Office/Mercantile/Manufacturing - \$140 (over 6,000 sq ft)

Apartments:

3-30 units - \$70

31-60 units - \$105

61-100 units - \$140

100+ units - \$275

RECOMMENDED FEE

For 50% Cost Recovery:

Small Office/Mercantile/Manufacturing - \$85 (6,000 sq ft or less)

Large Office/Mercantile/Manufacturing - \$170 (over 6,000 sq ft)

Apartments:

3-30 units - \$85

31-60 units - \$125

61-100 units - \$170

100+ units - \$335

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-041B **TITLE: FIRE CODE PERMIT**

CURRENT FEE

\$115 per permit

RECOMMENDED FEE

\$180 per permit

REF #: S-041C **TITLE: HAZARDOUS MATERIALS DISCLOSURE**

CURRENT FEE

None

RECOMMENDED FEE

\$1,180 per review

REF #: S-041D **TITLE: FIRE CODE PERMIT - NEW**

CURRENT FEE

\$230 per permit
if 2 or more permits - \$150 per permit

RECOMMENDED FEE

\$170 per permit

REF #: S-041E **TITLE: BURN PERMIT**

CURRENT FEE

\$60 per permit

RECOMMENDED FEE

\$45 per permit

REF #: S-041F **TITLE: SPECIAL SYSTEM PLAN CHECK/INSPECT**

CURRENT FEE

None

RECOMMENDED FEE

Plan Review - \$380 per review
Inspection - \$210 per inspection

Plus the fully allocated hourly rate for all personnel or outside costs
for any needed additional work.

REF #: S-042 **TITLE: FIRE FALSE ALARM RESPONSE**

CURRENT FEE

1st 3 responses in a six month calendar period - Free
4th response - \$135 per piece of apparatus
5th response - \$270 per peice of apparatus
6th response and subsequent responses - \$405 per peice of
apparatus

RECOMMENDED FEE

1st 3 responses in a six month calendar period - Free
4th response - \$170 per piece of apparatus
5th response - \$340 per peice of apparatus
6th response and subsequent responses - \$510 per peice of
apparatus

**CITY OF LOMA LINDA
FEE COMPARISON REPORT
FY 2019-2020**

REF #: S-042A

TITLE: MEDICAL AID RESPONSE

CURRENT FEE

RECOMMENDED FEE

Subscription:

No Change

Resident - \$48 per year per household

Non-Resident - \$60 per year per household

Business (up to 99 employees) - \$48 per year per each increment
of 5 employees

Large Business (100+ employees) - \$48 per year per each
increment of 10 employees

Non-Subscriber Response:

Resident - \$300

Non-Resident - \$400

REF #: S-045

TITLE: FIRE INCIDENT REPORT SALES

CURRENT FEE

RECOMMENDED FEE

\$0.25 per copy

\$0.25 per copy

APPENDIX B

REVENUE AND COST
SUMMARY WORKSHEETS
Matched With
COST DETAIL WORKSHEETS

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE SPRINKLER PLAN CHECK/INSPECT		REFERENCE NO. S-002A	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of the plans for a fire sprinkler system of proposed construction, and inspecting that construction, to assure compliance with applicable City codes.			
CURRENT FEE STRUCTURE New SFR - \$545 New Comm/MFR 1-50 heads - \$920 per building New Comm/MFR 51-150 heads - \$1,155 per building New Comm/MFR each add'l 50 heads over 150 heads - \$115 per building New Tract PC - \$545 per model plus \$115 per layout New Tract Inspect (Per Unit): 0-2,000 SF - \$145 \$2,000+ SF - \$260 Exist SFR - \$545 Exist Comm/MFR 1-50 heads - \$865 per building Exist Comm/MFR 51-150 heads - \$980 per building Exist Comm/MFR each add'l 50 heads over 150 heads - \$115 per building			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$247.55	TOTAL REVENUE:	\$58,175
UNIT COST:	\$236.21	TOTAL COST:	\$55,509
UNIT PROFIT (SUBSIDY):	\$11.34	TOTAL PROFIT (SUBSIDY):	\$2,666
TOTAL UNITS:	235	PCT. COST RECOVERY:	104.80%
SUGGESTED FEE FOR COST RECOVERY OF: 100% New SFR - \$885 New Comm/MFR 1-50 heads - \$1,240 per building New Comm/MFR 51-150 heads - \$1,490 per building plus \$125 each add'l 50 heads Plus \$195 per each add'l riser New Tract PC - \$690 per model plus \$80 per layout New Tract Inspect (Per Unit): 0-2,000 SF - \$115 \$2,000+ SF - \$180 Exist SFR - \$700 Exist Comm/MFR 1-50 heads - \$1,045 per building Exist Comm/MFR 51-150 heads - \$1,170 per building plus \$85 each add'l 50 heads Plus \$195 per each add'l riser			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE				REFERENCE NO.			
FIRE SPRINKLER PLAN CHECK/INSPECT				S-002A			
NOTE				TOTAL UNITS			
Unit Costs are an Average of Total Units				235			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	New SFR Admin	1.25	\$198.81	2	\$398	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	New SFR	2.25	\$204.64	2	\$409	
FIRE PREVENTION		New SFR PC	0.00	\$490.00	2	\$980	
		TYPE SUBTOTAL	3.50	\$893.45		\$1,787	
FIRE PREVENTION	FIRE MARSHAL	New 1-50 Heads	3.00	\$477.15	3	\$1,431	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	New 1-50 Heads	3.00	\$272.85	3	\$819	
FIRE PREVENTION		New 1-50 PC	0.00	\$490.00	3	\$1,470	
		TYPE SUBTOTAL	6.00	\$1,240.00		\$3,720	
FIRE PREVENTION	FIRE MARSHAL	New 51-150 Heads	4.00	\$636.20	2	\$1,272	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	New 51-150 Heads	4.00	\$363.80	2	\$728	
FIRE PREVENTION		New 51-150 PC	0.00	\$490.00	2	\$980	
		TYPE SUBTOTAL	8.00	\$1,490.00		\$2,980	
FIRE PREVENTION	FIRE MARSHAL	New Add'l 50 Heads	0.50	\$79.53	2	\$159	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	New Add'l 50 Heads	0.50	\$45.48	2	\$91	
		TYPE SUBTOTAL	1.00	\$125.01		\$250	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Add'l Riser Inspect	0.25	\$22.74	2	\$45	
FIRE PREVENTION		Add'l Riser PC	0.00	\$170.00	2	\$340	
		TYPE SUBTOTAL	0.25	\$192.74		\$385	
FIRE PREVENTION	FIRE MARSHAL	Tract Model Admin	1.25	\$198.81	6	\$1,193	
FIRE PREVENTION	FIRE MARSHAL	Tract Per Layout Adm	0.50	\$79.53	100	\$7,953	
FIRE PREVENTION		Tract Model PC	0.00	\$490.00	6	\$2,940	
		TYPE SUBTOTAL	1.75	\$768.34		\$12,086	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Tract Product 0-2k	1.25	\$113.69	1	\$114	
		TYPE SUBTOTAL	1.25	\$113.69		\$114	

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The costs shown on the facing page are
a continued listing of costs listed on
the page immediately preceding.

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE				REFERENCE NO.		
FIRE SPRINKLER PLAN CHECK/INSPECT				S-002A		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				235		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Tract Product 2k+	2.00	\$181.90	100	\$18,190
		TYPE SUBTOTAL	2.00	\$181.90		\$18,190
FIRE PREVENTION	FIRE MARSHAL	Exist SFR Admin	1.25	\$198.81	10	\$1,988
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Exist SFR	2.25	\$204.64	10	\$2,046
FIRE PREVENTION		Exist SFR PC	0.00	\$295.00	10	\$2,950
		TYPE SUBTOTAL	3.50	\$698.45		\$6,985
FIRE PREVENTION	FIRE MARSHAL	Exist 1-50 Heads	3.00	\$477.15	5	\$2,386
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Exist 1-50 Heads	3.00	\$272.85	5	\$1,364
FIRE PREVENTION		Exist 1-50 PC	0.00	\$295.00	5	\$1,475
		TYPE SUBTOTAL	6.00	\$1,045.00		\$5,225
FIRE PREVENTION	FIRE MARSHAL	Exist 51-150 Heads	3.50	\$556.68	3	\$1,670
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Exist 51-150 Heads	3.50	\$318.33	3	\$955
FIRE PREVENTION		Exist 51-150 PC	0.00	\$295.00	3	\$885
		TYPE SUBTOTAL	7.00	\$1,170.01		\$3,510
FIRE PREVENTION	FIRE MARSHAL	Exist Add'l 50 Head	0.25	\$39.76	1	\$40
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Exist Add'l 50 Head	0.50	\$45.48	1	\$45
		TYPE SUBTOTAL	0.75	\$85.24		\$85
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Add'l Riser Inspect	0.25	\$22.74	1	\$23
FIRE PREVENTION		Add'l Riser PC	0.00	\$170.00	1	\$170
		TYPE SUBTOTAL	0.25	\$192.74		\$193
TOTALS			41.25	\$236.21		\$55,509

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE ALARM SYSTEM PLAN CHECK/INSP		REFERENCE NO. S-002B	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of the plans for a fire alarm system of proposed construction, and inspecting that construction, to assure compliance with applicable City codes.			
CURRENT FEE STRUCTURE 1-10 devices - \$720 per building 11-50 devices - \$1,095 per building 51-100 devices - \$1,730 per building 101-150 devices - \$4,845 per building Each additional 50 devices over 150 devices - \$635 per building			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$1,688.20	TOTAL REVENUE:	\$42,205
UNIT COST:	\$1,438.44	TOTAL COST:	\$35,961
UNIT PROFIT (SUBSIDY):	\$249.76	TOTAL PROFIT (SUBSIDY):	\$6,244
TOTAL UNITS:	25	PCT. COST RECOVERY:	117.36%
SUGGESTED FEE FOR COST RECOVERY OF: 100% 1-10 devices - \$840 per building 11-50 devices - \$1,070 per building 51-100 devices - \$1,480 per building 101-150 devices - \$3,465 per building Each additional 50 devices over 150 devices - \$450 per building			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE				REFERENCE NO.		
FIRE ALARM SYSTEM PLAN CHECK/INSP				S-002B		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE MARSHAL	Admin - 1-10 Devices	1.25	\$198.81	6	\$1,193
FIRE PREVENTION	FIRE MARSHAL	Insp - 1-10 Devices	1.25	\$198.81	6	\$1,193
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - 1-10 Devices	1.25	\$113.69	6	\$682
FIRE PREVENTION		PC - 1-10 Devices	0.00	\$330.00	6	\$1,980
		TYPE SUBTOTAL	3.75	\$841.31		\$5,048
FIRE PREVENTION	FIRE MARSHAL	Insp - 11-50 Devices	2.00	\$318.10	10	\$3,181
FIRE PREVENTION	FIRE MARSHAL	Admn - 11-50 Devices	1.50	\$238.58	10	\$2,386
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - 11-50 Devices	2.00	\$181.90	10	\$1,819
FIRE PREVENTION		PC - 11-50 Devices	0.00	\$330.00	10	\$3,300
		TYPE SUBTOTAL	5.50	\$1,068.58		\$10,686
FIRE PREVENTION	FIRE MARSHAL	Adm - 51-100 Devices	2.50	\$397.63	4	\$1,591
FIRE PREVENTION	FIRE MARSHAL	Insp - 51-100 Device	3.00	\$477.15	4	\$1,909
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - 51-100 Device	3.00	\$272.85	4	\$1,091
FIRE PREVENTION		PC - 51-100 Devices	0.00	\$330.00	4	\$1,320
		TYPE SUBTOTAL	8.50	\$1,477.63		\$5,911
FIRE PREVENTION	FIRE MARSHAL	Adm - 101-150 Device	4.00	\$636.20	4	\$2,545
FIRE PREVENTION	FIRE MARSHAL	Insp 101-150 Devices	10.00	\$1,590.50	4	\$6,362
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp 101-150 Devices	10.00	\$909.50	4	\$3,638
FIRE PREVENTION		PC - 101-150 Devices	0.00	\$330.00	4	\$1,320
		TYPE SUBTOTAL	24.00	\$3,466.20		\$13,865
FIRE PREVENTION	FIRE MARSHAL	Insp Add'l 50 Device	1.17	\$186.09	1	\$186
FIRE PREVENTION	FIRE MARSHAL	Adm Add'l 50 Devices	1.00	\$159.05	1	\$159
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp Add'l 50 Device	1.17	\$106.41	1	\$106

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**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE ALARM SYSTEM PLAN CHECK/INSP					REFERENCE NO. S-002B		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
		TYPE SUBTOTAL	3.34	\$451.55		\$452	
		TOTALS	45.09	\$1,438.44		\$35,961	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIXED FIRE PROTECT SYSTEM PC/INSP		REFERENCE NO. S-002C	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of the plans for a specialty fire protection system of proposed construction, and inspecting that construction, to assure compliance with applicable City codes.			
CURRENT FEE STRUCTURE Commercial Hood - \$520 Halon Alternative - \$545 FM 200 System - \$545			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$530.00	TOTAL REVENUE:	\$2,650
UNIT COST:	\$779.00	TOTAL COST:	\$3,895
UNIT PROFIT (SUBSIDY):	\$(249.00)	TOTAL PROFIT (SUBSIDY):	\$(1,245)
TOTAL UNITS:	5	PCT. COST RECOVERY:	68.04%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Commercial Hood - \$850 Halon Alternative - \$675 FM 200 System - \$675			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIXED FIRE PROTECT SYSTEM PC/INSP					REFERENCE NO. S-002C		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	Admin - Comm Hood	2.50	\$397.63	3	\$1,193	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - Comm Hood	2.00	\$181.90	3	\$546	
FIRE PREVENTION		PC - Comm Hood	0.00	\$270.00	3	\$810	
		TYPE SUBTOTAL	4.50	\$849.53		\$2,549	
FIRE PREVENTION	FIRE MARSHAL	Admin - Halon	1.25	\$198.81	1	\$199	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - Halon	2.25	\$204.64	1	\$205	
FIRE PREVENTION		PC - Halon	0.00	\$270.00	1	\$270	
		TYPE SUBTOTAL	3.50	\$673.45		\$673	
FIRE PREVENTION	FIRE MARSHAL	Admin - FM 200	1.25	\$198.81	1	\$199	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - FM 200	2.25	\$204.64	1	\$205	
FIRE PREVENTION		PC - FM 200	0.00	\$270.00	1	\$270	
		TYPE SUBTOTAL	3.50	\$673.45		\$673	
TOTALS			11.50	\$779.00		\$3,895	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE SOLAR SYSTEM FIRE PLAN CHECK/INSP		REFERENCE NO. S-002D	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review of the plans for a solar system of proposed construction, and inspecting that construction, to assure compliance with applicable City and fire codes.			
CURRENT FEE STRUCTURE Single Family Residential - \$230 per system Multi-Family/Commercial/Industrial - Charge the fully allocated hourly rates for the time of all personnel involved plus any outside costs.			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$220.21	TOTAL REVENUE:	\$20,700
UNIT COST:	\$205.99	TOTAL COST:	\$19,363
UNIT PROFIT (SUBSIDY):	\$14.22	TOTAL PROFIT (SUBSIDY):	\$1,337
TOTAL UNITS:	94	PCT. COST RECOVERY:	106.90%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Single Family Residential - \$170 per system Multi-Family/Commercial/Industrial: 0-25,000 Sq Ft - \$880 25,001+ Sq Ft - \$1,380			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE SOLAR SYSTEM FIRE PLAN CHECK/INSP					REFERENCE NO. S-002D		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 94		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	Admin - SFR	0.50	\$79.53	90	\$7,158	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Insp - SFR	1.00	\$90.95	90	\$8,186	
TYPE SUBTOTAL			1.50	\$170.48		\$15,343	
FIRE PREVENTION	FIRE MARSHAL	Other - 0-25k Sq Ft	2.00	\$318.10	3	\$954	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Other - 0-25k Sq Ft	2.00	\$181.90	3	\$546	
FIRE PREVENTION		PC - Other 0-25K	0.00	\$380.00	3	\$1,140	
TYPE SUBTOTAL			4.00	\$880.00		\$2,640	
FIRE PREVENTION	FIRE MARSHAL	Other - 25k+ Sq Ft	4.00	\$636.20	1	\$636	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Other - 25k+ Sq Ft	4.00	\$363.80	1	\$364	
FIRE PREVENTION		PC - Oth 25K+	0.00	\$380.00	1	\$380	
TYPE SUBTOTAL			8.00	\$1,380.00		\$1,380	
TOTALS			13.50	\$205.99		\$19,363	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE HYDRANT FLOW FIELD TEST		REFERENCE NO. S-002E	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE TEST	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Providing a hydrant flow test to determine available fire flow for development purposes.			
CURRENT FEE STRUCTURE \$510 per test			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$510.00	TOTAL REVENUE:	\$8,160
UNIT COST:	\$500.00	TOTAL COST:	\$8,000
UNIT PROFIT (SUBSIDY):	\$10.00	TOTAL PROFIT (SUBSIDY):	\$160
TOTAL UNITS:	16	PCT. COST RECOVERY:	102.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$500 per test			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE HYDRANT FLOW FIELD TEST					REFERENCE NO. S-002E		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 16		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		2.00	\$318.10	16	\$5,090	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		2.00	\$181.90	16	\$2,910	
		TYPE SUBTOTAL	4.00	\$500.00		\$8,000	
TOTALS			4.00	\$500.00		\$8,000	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE UNDERGROUND PIPING PLAN CHECK/INSP		REFERENCE NO. S-002F
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE SYSTEM	SERVICE RECIPIENT Developer/Resident/Business
DESCRIPTION OF SERVICE Review of the plans for stand-alone underground piping for a fire sprinkler system, and inspecting that construction, to assure compliance with applicable City codes.		
CURRENT FEE STRUCTURE None		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.00	TOTAL REVENUE:
UNIT COST:	\$1,225.00	TOTAL COST:
UNIT PROFIT (SUBSIDY):	\$(1,225.00)	TOTAL PROFIT (SUBSIDY):
TOTAL UNITS:	3	PCT. COST RECOVERY:
		0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,225 per system		

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE UNDERGROUND PIPING PLAN CHECK/INSP					REFERENCE NO. S-002F		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		3.00	\$477.15	3	\$1,431	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		3.00	\$272.85	3	\$819	
FIRE PREVENTION		Plan Check	0.00	\$475.00	3	\$1,425	
		TYPE SUBTOTAL	6.00	\$1,225.00		\$3,675	
TOTALS			6.00	\$1,225.00		\$3,675	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE PUMP PLAN CHECK/INSPECTION		REFERENCE NO. S-002G
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business
DESCRIPTION OF SERVICE Review of the plans for stand-alone fire pump for a fire sprinkler system, and inspecting that construction, to assure compliance with applicable City codes.		
CURRENT FEE STRUCTURE None		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.00	TOTAL REVENUE: \$0
UNIT COST:	\$1,030.00	TOTAL COST: \$1,030
UNIT PROFIT (SUBSIDY):	\$(1,030.00)	TOTAL PROFIT (SUBSIDY): \$(1,030)
TOTAL UNITS:	1	PCT. COST RECOVERY: 0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,030 per system		

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE FIRE PUMP PLAN CHECK/INSPECTION				REFERENCE NO. S-002G			
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		2.00	\$318.10	1	\$318	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		2.00	\$181.90	1	\$182	
FIRE PREVENTION		Plan Check	0.00	\$530.00	1	\$530	
		TYPE SUBTOTAL	4.00	\$1,030.00		\$1,030	
TOTALS			4.00	\$1,030.00		\$1,030	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE STANDPIPE SYSTEM PLAN CHECK/INSPECT		REFERENCE NO. S-002H																
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE SYSTEM	SERVICE RECIPIENT Developer/Resident/Business																
DESCRIPTION OF SERVICE Review of the plans for stand-alone standpipe for a fire sprinkler system, and inspecting that construction, to assure compliance with applicable City codes.																		
CURRENT FEE STRUCTURE None																		
<u>REVENUE AND COST COMPARISON</u>																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">UNIT REVENUE:</td> <td style="width: 20%; text-align: right;">\$0.00</td> <td style="width: 30%;">TOTAL REVENUE:</td> <td style="width: 20%; text-align: right;">\$0</td> </tr> <tr> <td>UNIT COST:</td> <td style="text-align: right;">\$625.00</td> <td>TOTAL COST:</td> <td style="text-align: right;">\$625</td> </tr> <tr> <td>UNIT PROFIT (SUBSIDY):</td> <td style="text-align: right; border-top: 1px solid black;">\$(625.00)</td> <td>TOTAL PROFIT (SUBSIDY):</td> <td style="text-align: right; border-top: 1px solid black;">\$(625)</td> </tr> <tr> <td>TOTAL UNITS:</td> <td style="text-align: right;">1</td> <td>PCT. COST RECOVERY:</td> <td style="text-align: right;">0.00%</td> </tr> </table>	UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0	UNIT COST:	\$625.00	TOTAL COST:	\$625	UNIT PROFIT (SUBSIDY):	\$(625.00)	TOTAL PROFIT (SUBSIDY):	\$(625)	TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%		
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0															
UNIT COST:	\$625.00	TOTAL COST:	\$625															
UNIT PROFIT (SUBSIDY):	\$(625.00)	TOTAL PROFIT (SUBSIDY):	\$(625)															
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%															
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$625 per system per building																		

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE STANDPIPE SYSTEM PLAN CHECK/INSPECT					REFERENCE NO. S-002H		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	Per Building	1.50	\$238.58	1	\$239	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Per Building	1.50	\$136.43	1	\$136	
FIRE PREVENTION		PC - Per Building	0.00	\$250.00	1	\$250	
		TYPE SUBTOTAL	3.00	\$625.01		\$625	
TOTALS			3.00	\$625.00		\$625	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE PLAN CHECK REVISION		REFERENCE NO. S-003
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE REVIEW	SERVICE RECIPIENT Developer/Resident/Business
DESCRIPTION OF SERVICE Review of revisions to approved plans due to changes from the applicant.		
CURRENT FEE STRUCTURE None		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.00	TOTAL REVENUE: \$0
UNIT COST:	\$459.00	TOTAL COST: \$459
UNIT PROFIT (SUBSIDY):	<u>\$(459.00)</u>	TOTAL PROFIT (SUBSIDY): <u>\$(459)</u>
TOTAL UNITS:	1	PCT. COST RECOVERY: 0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$460 per review		

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE FIRE PLAN CHECK REVISION					REFERENCE NO. S-003		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		1.50	\$238.58	1	\$239	
FIRE PREVENTION		Plan Check	0.00	\$220.00	1	\$220	
		TYPE SUBTOTAL	1.50	\$458.58		\$459	
TOTALS			1.50	\$459.00		\$459	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE ADDITIONAL FIRE PLAN CHECK/INSPECT		REFERENCE NO. S-003A
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE REVIEW/INSPECTION	SERVICE RECIPIENT Developer/Resident/Business
DESCRIPTION OF SERVICE Review of plans or inspections for additional reviews or inspections needed due to the actions of the applicant before the approval of those plans.		
CURRENT FEE STRUCTURE None		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.00	TOTAL REVENUE: \$0
UNIT COST:	\$550.00	TOTAL COST: \$550
UNIT PROFIT (SUBSIDY):	\$(550.00)	TOTAL PROFIT (SUBSIDY): \$(550)
TOTAL UNITS:	1	PCT. COST RECOVERY: 0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$460 per plan review \$90 per inspection		

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE ADDITIONAL FIRE PLAN CHECK/INSPECT					REFERENCE NO. S-003A		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	Admin Per Review	1.50	\$238.58	1	\$239	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Per Inspection	1.00	\$90.95	1	\$91	
FIRE PREVENTION		PC Per Review	0.00	\$220.00	1	\$220	
		TYPE SUBTOTAL	2.50	\$549.53		\$550	
TOTALS			2.50	\$550.00		\$550	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE PLANNING/BUILDING PLAN REVIEW		REFERENCE NO. S-004
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PLAN	SERVICE RECIPIENT Developer/Resident/Business
DESCRIPTION OF SERVICE Fire Life Safety review of new construction for compliance with codes and standards.		
CURRENT FEE STRUCTURE Fire & Life Safety Plan Review and Inspection - 12.5% of Building fee with a \$70 minimum		
REVENUE AND COST COMPARISON		
UNIT REVENUE:	\$22,400.00	TOTAL REVENUE:
UNIT COST:	\$55,305.00	TOTAL COST:
UNIT PROFIT (SUBSIDY):	\$(32,905.00)	TOTAL PROFIT (SUBSIDY):
TOTAL UNITS:	1	PCT. COST RECOVERY:
		40.50%
SUGGESTED FEE FOR COST RECOVERY OF: 100%		
Fire & Life Safety Staff Plan Review and Inspection - 20% of Building fee with a \$90 minimum		
Plus Contract fees:		
Architectural - TI - \$375		
Architectural - New - \$580		
Architectural - New > 4 Story or R-1/R-2 with more than 50 units - \$710		
Development Review - \$375		

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE PLANNING/BUILDING PLAN REVIEW					REFERENCE NO. S-004		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	10%	161.90	\$25,750.20	1	\$25,750	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	5%	80.92	\$7,359.67	1	\$7,360	
TYPE SUBTOTAL			242.82	\$33,109.87		\$33,110	
FIRE PREVENTION		Contract Services	0.00	\$22,195.00	1	\$22,195	
TYPE SUBTOTAL			0.00	\$22,195.00		\$22,195	
TOTALS			242.82	\$55,305.00		\$55,305	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE PREVENTION INSPECTION		REFERENCE NO. S-037	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE INSPECTION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Inspecting fire hazards which are necessary for compliance with State and City codes.			
CURRENT FEE STRUCTURE A, B, E, I, R-Large Occupancies - \$345 per inspection R-Small Occupancies - \$170 per inspection State Permitted Tents - \$230 per inspection Public Government Buildings - \$690 per inspection Other - \$115 per hour (1 hour minimum)			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$337.54	TOTAL REVENUE:	\$84,385
UNIT COST:	\$229.20	TOTAL COST:	\$57,299
UNIT PROFIT (SUBSIDY):	\$108.34	TOTAL PROFIT (SUBSIDY):	\$27,086
TOTAL UNITS:	250	PCT. COST RECOVERY:	147.27%
SUGGESTED FEE FOR COST RECOVERY OF: 100% A, E, I Occupancies - \$275 per inspection R-Small Occupancies - \$135 per inspection R-Large Occupancies - \$180 per inspection State Permitted Tents - \$180 per inspection Large Tents - \$365 per inspection Public Government Buildings - \$545 per inspection Other - \$90 per hour (1 hour minimum)			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE				REFERENCE NO.		
FIRE PREVENTION INSPECTION				S-037		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				250		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	A, E, I	3.00	\$272.85	113	\$30,832
		TYPE SUBTOTAL	3.00	\$272.85		\$30,832
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	R-Small	1.50	\$136.43	10	\$1,364
		TYPE SUBTOTAL	1.50	\$136.43		\$1,364
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	R-Large	2.00	\$181.90	110	\$20,009
		TYPE SUBTOTAL	2.00	\$181.90		\$20,009
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	State Permit Tents	2.00	\$181.90	10	\$1,819
		TYPE SUBTOTAL	2.00	\$181.90		\$1,819
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Large Tent	4.00	\$363.80	3	\$1,091
		TYPE SUBTOTAL	4.00	\$363.80		\$1,091
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Public Gov't Bldgs	6.00	\$545.70	4	\$2,183
		TYPE SUBTOTAL	6.00	\$545.70		\$2,183
TOTALS			18.50	\$229.20		\$57,299

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE WEED ABATEMENT		REFERENCE NO. S-039	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PARCEL	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Inspecting, notifying, and ensuring the abatement of weeds and related fire hazards on private property.			
CURRENT FEE STRUCTURE Abatement cost plus 70% (\$100 minimum)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$56.70	TOTAL REVENUE:	\$27,500
UNIT COST:	\$78.09	TOTAL COST:	\$37,874
UNIT PROFIT (SUBSIDY):	\$(21.39)	TOTAL PROFIT (SUBSIDY):	\$(10,374)
TOTAL UNITS:	485	PCT. COST RECOVERY:	72.61%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Abatement cost plus 70% (\$100 minimum)			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE WEED ABATEMENT					REFERENCE NO. S-039		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 485		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL	8 Hr/Yr	0.02	\$2.63	485	\$1,276	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	100 Hrs/Year	0.21	\$18.76	485	\$9,099	
FIRE PREVENTION		Contract/Prof Svcs	0.00	\$56.70	485	\$27,500	
		TYPE SUBTOTAL	0.22	\$78.09		\$37,874	
TOTALS			0.22	\$78.09		\$37,874	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE ENGINE COMPANY INSPECTION		REFERENCE NO. S-040	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE INSPECTION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Making regular engine company inspection to those structures and occupancies which are classified as low fire hazards.			
CURRENT FEE STRUCTURE Small Office/Mercantile/Manufacturing - \$70 (6,000 sq ft or less) Large Office/Mercantile/Manufacturing - \$140 (over 6,000 sq ft) Apartments: 3-30 units - \$70 31-60 units - \$105 61-100 units - \$140 100+ units - \$275			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$74.73	TOTAL REVENUE:	\$54,705
UNIT COST:	\$192.10	TOTAL COST:	\$140,614
UNIT PROFIT (SUBSIDY):	\$(117.37)	TOTAL PROFIT (SUBSIDY):	\$(85,909)
TOTAL UNITS:	732	PCT. COST RECOVERY:	38.90%
SUGGESTED FEE FOR COST RECOVERY OF: 50%			
For 50% Cost Recovery: Small Office/Mercantile/Manufacturing - \$85 (6,000 sq ft or less) Large Office/Mercantile/Manufacturing - \$170 (over 6,000 sq ft) Apartments: 3-30 units - \$85 31-60 units - \$125 61-100 units - \$170 100+ units - \$335			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE				REFERENCE NO.			
ENGINE COMPANY INSPECTION				S-040			
NOTE				TOTAL UNITS			
Unit Costs are an Average of Total Units				732			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	2 H/W - Non-Complier	0.14	\$12.43	732	\$9,099	
		TYPE SUBTOTAL	0.14	\$12.43		\$9,099	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Small Office/Mercan.	0.50	\$64.00	525	\$33,600	
FIRE & RESCUE SVCS	FIRE ENGINEER	Small Office/Mecan.	0.50	\$56.64	525	\$29,736	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Small Office/Mercan.	0.50	\$47.52	525	\$24,948	
		TYPE SUBTOTAL	1.50	\$168.16		\$88,284	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Large Office/Mercan.	1.00	\$127.95	25	\$3,199	
FIRE & RESCUE SVCS	FIRE ENGINEER	Large Office/Mercan.	1.01	\$114.45	25	\$2,861	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Large Office/Mercan.	1.00	\$94.89	25	\$2,372	
		TYPE SUBTOTAL	3.01	\$337.29		\$8,432	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Apt. 3-30	0.50	\$64.01	169	\$10,818	
FIRE & RESCUE SVCS	FIRE ENGINEER	Apt. 3-30	0.50	\$56.60	169	\$9,565	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Apt. 3-30	0.50	\$47.52	169	\$8,031	
		TYPE SUBTOTAL	1.50	\$168.13		\$28,414	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Apt. 31-60	0.75	\$96.00	4	\$384	
FIRE & RESCUE SVCS	FIRE ENGINEER	Apt. 31-60	0.75	\$85.24	4	\$341	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Apt. 31-60	0.75	\$71.04	4	\$284	
		TYPE SUBTOTAL	2.25	\$252.28		\$1,009	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Apt. 61-100	1.00	\$128.00	2	\$256	
FIRE & RESCUE SVCS	FIRE ENGINEER	Apt. 61-100	1.01	\$114.40	2	\$229	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Apt. 61-100	1.00	\$94.56	2	\$189	
		TYPE SUBTOTAL	3.01	\$336.96		\$674	
FIRE & RESCUE SVCS	FIRE CAPTAIN	Apt. 100+	2.00	\$256.00	7	\$1,792	
FIRE & RESCUE SVCS	FIRE ENGINEER	Apt. 100+	2.00	\$226.54	7	\$1,586	

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The costs shown on the facing page are
a continued listing of costs listed on
the page immediately preceding.

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE ENGINE COMPANY INSPECTION				REFERENCE NO. S-040			
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 732			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	Apt. 100+	1.99	\$189.13	7	\$1,324	
		TYPE SUBTOTAL	5.99	\$671.67		\$4,702	
TOTALS			17.39	\$192.10		\$140,614	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE CODE PERMIT		REFERENCE NO. S-041B	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Issuance of permits required by the Uniform Fire Code.			
CURRENT FEE STRUCTURE \$115 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$115.00	TOTAL REVENUE:	\$13,800
UNIT COST:	\$181.90	TOTAL COST:	\$21,828
UNIT PROFIT (SUBSIDY):	\$(66.90)	TOTAL PROFIT (SUBSIDY):	\$(8,028)
TOTAL UNITS:	120	PCT. COST RECOVERY:	63.22%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$180 per permit			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE CODE PERMIT					REFERENCE NO. S-041B		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 120		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		2.00	\$181.90	120	\$21,828	
		TYPE SUBTOTAL	2.00	\$181.90		\$21,828	
TOTALS			2.00	\$181.90		\$21,828	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE HAZARDOUS MATERIALS DISCLOSURE		REFERENCE NO. S-041C	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE REVIEW	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of the disclosure of the storage of hazardous materials by a business within the City for compliance with City codes.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$1,181.00	TOTAL COST:	\$2,362
UNIT PROFIT (SUBSIDY):	<u>\$(1,181.00)</u>	TOTAL PROFIT (SUBSIDY):	<u>\$(2,362)</u>
TOTAL UNITS:	2	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,180 per review			

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE HAZARDOUS MATERIALS DISCLOSURE					REFERENCE NO. S-041C		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		1.00	\$159.05	2	\$318	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		2.00	\$181.90	2	\$364	
FIRE PREVENTION		Plan Check	0.00	\$840.00	2	\$1,680	
		TYPE SUBTOTAL	3.00	\$1,180.95		\$2,362	
TOTALS			3.00	\$1,181.00		\$2,362	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE CODE PERMIT - NEW		REFERENCE NO. S-041D
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business
DESCRIPTION OF SERVICE Issuance of new permits required by the Uniform Fire Code.		
CURRENT FEE STRUCTURE \$230 per permit if 2 or more permits - \$150 per permit		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$230.00	TOTAL REVENUE:
UNIT COST:	\$170.40	TOTAL COST:
UNIT PROFIT (SUBSIDY):	<u>\$59.60</u>	TOTAL PROFIT (SUBSIDY):
TOTAL UNITS:	5	<u>\$298</u>
		PCT. COST RECOVERY:
		134.98%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$170 per permit		

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE CODE PERMIT - NEW					REFERENCE NO. S-041D		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE MARSHAL		0.50	\$79.53	5	\$398	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		1.00	\$90.95	5	\$455	
		TYPE SUBTOTAL	1.50	\$170.48		\$852	
TOTALS			1.50	\$170.40		\$852	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE BURN PERMIT		REFERENCE NO. S-041E	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Issuance of a permit to allow for burning with City limits.			
CURRENT FEE STRUCTURE \$60 per permit			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$60.00	TOTAL REVENUE:	\$120
UNIT COST:	\$45.50	TOTAL COST:	\$91
UNIT PROFIT (SUBSIDY):	<u>\$14.50</u>	TOTAL PROFIT (SUBSIDY):	<u>\$29</u>
TOTAL UNITS:	2	PCT. COST RECOVERY:	131.87%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$45 per permit			

**CITY OF LOMA LINDA
 COST DETAIL WORKSHEET
 FY 2019-2020**

SERVICE BURN PERMIT					REFERENCE NO. S-041E		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR		0.50	\$45.48	2	\$91	
		TYPE SUBTOTAL	0.50	\$45.48		\$91	
TOTALS			0.50	\$45.50		\$91	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE SPECIAL SYSTEM PLAN CHECK/INSPECT		REFERENCE NO. S-041F
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE REVIEW/INSPECTION	SERVICE RECIPIENT
DESCRIPTION OF SERVICE Review of the plans for a new fire special system, and inspecting that construction, to assure compliance with applicable City codes.		
CURRENT FEE STRUCTURE None		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.00	TOTAL REVENUE: \$0
UNIT COST:	\$591.00	TOTAL COST: \$591
UNIT PROFIT (SUBSIDY):	\$(591.00)	TOTAL PROFIT (SUBSIDY): \$(591)
TOTAL UNITS:	1	PCT. COST RECOVERY: 0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100%		
Plan Review - \$380 per review Inspection - \$210 per inspection		
Plus the fully allocated hourly rate for all personnel or outside costs for any needed additional work.		

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE SPECIAL SYSTEM PLAN CHECK/INSPECT					REFERENCE NO. S-041F		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE PREVENTION		Plan Check	0.00	\$380.00	1	\$380	
		TYPE SUBTOTAL	0.00	\$380.00		\$380	
FIRE PREVENTION	FIRE PREVENTION INSPECTOR	Inspection	1.00	\$90.95	1	\$91	
FIRE PREVENTION		Inspection	0.00	\$120.00	1	\$120	
		TYPE SUBTOTAL	1.00	\$210.95		\$211	
TOTALS			1.00	\$591.00		\$591	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE FALSE ALARM RESPONSE		REFERENCE NO. S-042	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE RESPONSE	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Response to repeated false alarms after warnings of such replitiveness.			
CURRENT FEE STRUCTURE 1st 3 responses in a six month calendar period - Free 4th response - \$135 per piece of apparatus 5th response - \$270 per peice of apparatus 6th response and subsequent responses - \$405 per peice of apparatus			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$168.16	TOTAL COST:	\$58,856
UNIT PROFIT (SUBSIDY):	\$(168.16)	TOTAL PROFIT (SUBSIDY):	\$(58,856)
TOTAL UNITS:	350	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% 1st 3 responses in a six month calendar period - Free 4th response - \$170 per piece of apparatus 5th response - \$340 per peice of apparatus 6th response and subsequent responses - \$510 per peice of apparatus			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE FALSE ALARM RESPONSE					REFERENCE NO. S-042		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 350		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE & RESCUE SVCS	FIRE CAPTAIN		0.50	\$64.00	350	\$22,400	
FIRE & RESCUE SVCS	FIRE ENGINEER		0.50	\$56.64	350	\$19,824	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC		0.50	\$47.52	350	\$16,632	
TYPE SUBTOTAL			1.50	\$168.16		\$58,856	
TOTALS			1.50	\$168.16		\$58,856	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE MEDICAL AID RESPONSE		REFERENCE NO. S-042A	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE RESPONSE	SERVICE RECIPIENT Resident/Business/Non-Resident	
DESCRIPTION OF SERVICE Providing medical aid responses to the community.			
CURRENT FEE STRUCTURE Subscription: Resident - \$48 per year per household Non-Resident - \$60 per year per household Business (up to 99 employees) - \$48 per year per each increment of 5 employees Large Business (100+ employees) - \$48 per year per each increment of 10 employees Non-Subscriber Response: Resident - \$300 Non-Resident - \$400			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$52.36	TOTAL REVENUE:	\$146,600
UNIT COST:	\$1,860.98	TOTAL COST:	\$5,210,744
UNIT PROFIT (SUBSIDY):	\$(1,808.62)	TOTAL PROFIT (SUBSIDY):	\$(5,064,144)
TOTAL UNITS:	2,800	PCT. COST RECOVERY:	2.81%
SUGGESTED FEE FOR COST RECOVERY OF: 100% No Change			

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE					REFERENCE NO.		
MEDICAL AID RESPONSE					S-042A		
NOTE					TOTAL UNITS		
Unit Costs are an Average of Total Units					2,800		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE & RESCUE SVCS	FIRE CAPTAIN	70% Of Remainder	4.15	\$531.37	2,800	\$1,487,836	
FIRE & RESCUE SVCS	FIRE ENGINEER	70% Of Remainder	4.77	\$539.79	2,800	\$1,511,412	
FIRE & RESCUE SVCS	FIREFIGHTER/PARAMEDIC	70% Of Remainder	5.38	\$511.27	2,800	\$1,431,556	
FIRE & RESCUE SVCS	OVERTIME	70% Of \$426,500	6.24	\$224.64	2,800	\$628,992	
FIRE & RESCUE SVCS		Equipment Cost	0.00	\$14.32	2,800	\$40,096	
FIRE & RESCUE SVCS		EMS Supplies	0.00	\$3.21	2,800	\$8,988	
		TYPE SUBTOTAL	20.54	\$1,824.60		\$5,108,880	
FIRE & RESCUE SVCS	EXECUTIVE AIDE	35% - Billing	0.20	\$23.05	2,800	\$64,540	
FIRE & RESCUE SVCS	FIRE DIVISION CHIEF	12 H/Y Of 2 - Train	0.01	\$2.19	2,800	\$6,132	
FIRE & RESCUE SVCS		EMS Medical Dir.	0.00	\$3.57	2,800	\$9,996	
FIRE & RESCUE SVCS		Billing Agency	0.00	\$7.57	2,800	\$21,196	
		TYPE SUBTOTAL	0.21	\$36.38		\$101,864	
TOTALS			20.75	\$1,860.98		\$5,210,744	

**CITY OF LOMA LINDA
REVENUE AND COST SUMMARY WORKSHEET
FY 2019-2020**

SERVICE FIRE INCIDENT REPORT SALES		REFERENCE NO. S-045
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE REPORT	SERVICE RECIPIENT Resident/Non-Resident
DESCRIPTION OF SERVICE Processing a request to make a copy of a Fire Incident Report		
CURRENT FEE STRUCTURE \$0.25 per copy		
<u>REVENUE AND COST COMPARISON</u>		
UNIT REVENUE:	\$0.25	TOTAL REVENUE: \$6
UNIT COST:	\$15.58	TOTAL COST: \$374
UNIT PROFIT (SUBSIDY):	\$(15.33)	TOTAL PROFIT (SUBSIDY): \$(368)
TOTAL UNITS:	24	PCT. COST RECOVERY: 1.60%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$0.25 per copy		

**CITY OF LOMA LINDA
COST DETAIL WORKSHEET
FY 2019-2020**

SERVICE FIRE INCIDENT REPORT SALES					REFERENCE NO. S-045		
NOTE Unit Costs are an Average of Total Units					TOTAL UNITS 24		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
FIRE & RESCUE SVCS	ADMIN SPECIALIST I		0.25	\$15.60	24	\$374	
		TYPE SUBTOTAL	0.25	\$15.60		\$374	
TOTALS			0.25	\$15.58		\$374	



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: September 8, 2020
TO: City Council
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

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

Voucher List
CITY OF LOMA LINDA
08-25-2020

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
424878	8/11/2020	000454 ICMA RETIREMENT CORP	2020081100424878		ICMA CONTRIBUTIONS-08/02-08/15/202	27,678.95
					Total :	27,678.95
631963	8/11/2020	006224 LOCAL AGENCY FORMATION, COMMISSION - REQUEST			GIMS PROCESSING FEE FOR ANNEXA'	975.00
					Total :	975.00
631964	8/11/2020	001786 STATE BOARD OF EQUALIZATION	REQUEST		STATE BOARD EQUA,IZATION FILING	3,000.00
					Total :	3,000.00
631965	8/11/2020	005395 USBANK EQUIPMENT FINANCE	420350571	P-0000016818 P-0000016818	PRINTERS LEASE AGREEMENT	2,912.55
					Total :	2,912.55
631966	8/11/2020	000026 VERIZON WIRELESS	9859695850		S.C.A.D.A. MODERM FOR THE SEWER	38.01
					Total :	38.01
631967	8/11/2020	005502 FRONTIER COMMUNICATIONS	STMTS-2		PHONE SERVICE	363.77
					Total :	363.77
631968	8/11/2020	000026 VERIZON WIRELESS	9859695849		WIRELESS PHONE SERVICE	2,635.43
					Total :	2,635.43
631969	8/13/2020	000265 DIANA DE ANDA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	29.75
					Total :	29.75
631970	8/13/2020	006205 TALENTZOK	164300	P-0000016826	Temporary Finance Staff FY 20-21	1,590.20
					Total :	1,590.20
631971	8/13/2020	001356 STAPLES BUSINESS ADVANTAGE	3453024499	P-0000016726	OFFICE SUPPLIES	3.59
					Total :	3.59
631972	8/13/2020	001356 STAPLES BUSINESS ADVANTAGE	3453024496	P-0000016726	OFFICE SUPPLIES	110.62
					Total :	110.62
631973	8/13/2020	001261 THE GAS COMPANY	STMT		GAS SERVICE	35.15
					Total :	35.15

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
631974	8/13/2020	005502 FRONTIER COMMUNICATIONS	STMT-2		PHONE SERVICE	76.52	
						Total :	76.52
631975	8/13/2020	001245 SO CALIF EDISON	STMTS-8		ELECTRICITY SERVICE	474.80	
						Total :	474.80
631976	8/13/2020	001245 SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	64,023.20	
						Total :	64,023.20
631977	8/13/2020	001245 SO CALIF EDISON	2-34-867-5984		ELECTRICITY SERVICE	1,830.28	
						Total :	1,830.28
631978	8/13/2020	001245 SO CALIF EDISON	STMTS-9		ELECTRICITY SERVICE	2,650.92	
						Total :	2,650.92
631979	8/13/2020	001245 SO CALIF EDISON	STMTS-13		ELECTRICITY SERVICE	6,320.47	
						Total :	6,320.47
631980	8/13/2020	001245 SO CALIF EDISON	STMTS-4		ELECTRICITY SERVICE	241.96	
						Total :	241.96
631981	8/13/2020	001245 SO CALIF EDISON	STMTS-14		ELECTRICITY SERVICE	925.64	
						Total :	925.64
631982	8/13/2020	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	2,015.14	
						Total :	2,015.14
631983	8/13/2020	001245 SO CALIF EDISON	2-24-289-8187		ELECTRICITY SERVICE	14.53	
						Total :	14.53
631984	8/13/2020	001245 SO CALIF EDISON	2-26-895-9301		ELECTRCITY SERVICE	12.09	
						Total :	12.09
631985	8/13/2020	001245 SO CALIF EDISON	STMTS-9		ELECTRICITY SERVICE	508.11	
						Total :	508.11
631986	8/13/2020	003628 U.S. BANK CORPORATE PYMNT SYS	4246-0445-5565-0021		CALCARD PURCHASES	8,889.99	

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
631986	8/13/2020	003628	003628 U.S. BANK CORPORATE PYMNT SYS (Continued)			Total : 8,889.99
631987	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64093	P-0000015938	MDF SITES - FIRE EQUIP MAINT AGREI	330.00 Total : 330.00
631988	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64094	P-0000015938	MDF SITES - FIRE EQUIP MAINT AGREI	330.00 Total : 330.00
631989	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64095	P-0000015938	MDF SITES - FIRE EQUIP MAINT AGREI	330.00 Total : 330.00
631990	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64096	P-0000015938	MDF SITES - FIRE EQUIP MAINT AGREI	330.00 Total : 330.00
631991	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64101	P-0000016257	FIRE SYSTEM SERVICES AT CITY HALL	570.00 Total : 570.00
631992	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64103	P-0000016257	FIRE SYSTEM SERVICES AT CITY HALL	436.00 Total : 436.00
631993	8/18/2020	001521	FACILITIES PROTECTION SYSTEMS, INTELLIK 64102	P-0000015937	FS#2 - FIRE EQUIP MAINT AGR #2144	440.00 Total : 440.00
631994	8/18/2020	004896	INTERFACE SECURITY SYSTEMS LLC 19721271	P-0000015822	PROVIDING SECURITY MONITORING S	361.98 Total : 361.98
631995	8/18/2020	000840	CITY OF SAN BERNARDINO 133-132	P-0000016659	WATER SERVICE	1,388.18 Total : 1,388.18
631996	8/18/2020	000840	CITY OF SAN BERNARDINO 92661-90878	P-0000016659	WATER PURCHASES	36.47 Total : 36.47
631997	8/18/2020	000840	CITY OF SAN BERNARDINO 92661-76164	P-0000016659	WATER PURCHASES	536.30 Total : 536.30
631998	8/18/2020	001245	SO CALIF EDISON 2-18-857-1343		ELECTRICITY SERVICES	335.07 Total : 335.07

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
631999	8/18/2020	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	573.19
					Total :	573.19
632000	8/20/2020	001730 AFLAC	022852		AFLAC INSURANCE PREMIUM-AUG 2020	2,011.42
					Total :	2,011.42
632001	8/20/2020	001613 OFFICE DEPOT, INC	110508301001	P-0000016707	OFFICE SUPPLIES	19.99
					Total :	19.99
632002	8/20/2020	000316 EMPLOYMENT DEVELOPMENT DEPT	L1885208288		UNEMPLOYMENT INSURANCE BENEFIT	778.00
					Total :	778.00
632003	8/20/2020	001851 UNUM INSURANCE	0091890-001 0		LIFE INSURANCE PREMIUM-SEPT 2020	896.35
					Total :	896.35
632004	8/20/2020	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-SE	4,811.13
					Total :	4,811.13
632005	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561501	P-0000016726	OFFICE SUPPLIES	24.21
					Total :	24.21
632006	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561504	P-0000016726	OFFICE SUPPLIES	57.58
					Total :	57.58
632007	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561499	P-0000016726	OFFICE SUPPLIES	60.33
					Total :	60.33
632008	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561500	P-0000016726	OFFICE SUPPLIES	109.80
					Total :	109.80
632009	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561503	P-0000016726	OFFICE SUPPLIES	48.26
					Total :	48.26
632010	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561502	P-0000016726	OFFICE SUPPLIES	46.24
					Total :	46.24
632011	8/20/2020	001799 STRADLING, YOCCA, CARLSON, & RAUTH	365758-0058	P-0000016912	LEGAL SERVICES	3,475.00

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632011	8/20/2020	001799 001799 STRADLING, YOCCA, CARLSON, & RAUTI (Continued)				Total : 3,475.00
632012	8/20/2020	005407 FAMILY SERVICE ASSOC (FSA)	06-2020-001	P-0000015947	CDBG FSA - PUBLIC SRVS PROGRAM I	246.24 Total : 246.24
632013	8/20/2020	006205 TALENTZOK	164345	P-0000016826	Temporary Finance Staff FY 20-21	1,384.86 Total : 1,384.86
632014	8/20/2020	005502 FRONTIER COMMUNICATIONS	909-799-8064-0201035		PHONE SERVICE	42.02 Total : 42.02
632015	8/20/2020	005502 FRONTIER COMMUNICATIONS	STMTS-2		PHONE SERVICE	204.14 Total : 204.14
632016	8/20/2020	005673 CR&R	STMT		TRASH SVC COLLECTED JULY 2020 FC	69,023.10 Total : 69,023.10
632017	8/20/2020	000876 SAN BERNARDINO MUNICIPAL WATER	STMT		SEWER SERVICE COLLECTIONS FOR .	246,239.11 Total : 246,239.11
632018	8/20/2020	003400 INFOSEND, INC	169359	P-0000016074	FY 19-20- RETURNED ENVELOPES	104.94 Total : 104.94
632019	8/20/2020	003400 INFOSEND, INC	172793	P-0000016074	FY 19-20 Printing & mailing utility	1,674.47 Total : 1,674.47
632020	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561498	P-0000016726	OFFICE SUPPLIES	24.21 Total : 24.21
632021	8/20/2020	001356 STAPLES BUSINESS ADVANTAGE	3453561497	P-0000016726	HANGING WALL FILES	78.29 Total : 78.29
632022	8/25/2020	002394 2 HOT ACTIVEWEAR & UNIFORMS	855	P-0000016645	UNIFORM EMBROIDERY	307.43 Total : 307.43
632023	8/25/2020	005758 ALETHEA INC	LL072020	P-0000016821	ONSITE DESK SUPPORT SPECIALIST	14,800.00 Total : 14,800.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632024	8/25/2020	004554 ALTERNATIVE HOSE, INC	5976650	P-0000016650	HOSE ASSEMBLY, TEFLON TAPE, JOM/	167.01
					Total :	167.01
632025	8/25/2020	003091 ANDERSON WAY OWNERS ASSOC	FY 20-21	P-0000016866	ANNUAL ASSOC FEES-RESERVOIR ON	600.00
					Total :	600.00
632026	8/25/2020	003833 ATKINSON, ANDESLO, LOYA, RUUD, & ROM	601057	P-0000016905	HR LEGAL SERVICES	768.61
					Total :	768.61
632027	8/25/2020	006182 ATLAS PLANNING SOLUTION	1115	P-0000016572	CONTRACT PLANNING SERVICES FOR	2,686.80
					Total :	2,686.80
632028	8/25/2020	004071 CALIFORNIA BUILDING STANDARDS	JAN-JUNE 2019 JAN-JUNE 2020		GREEN BUILDING STANDARD FEES FC GREEN BUILDING STANDARDS FEES F	392.40 1,037.70
					Total :	1,430.10
632029	8/25/2020	002679 CCH, INC	4804882412	P-0000016898	Governmental GAAP Guide 2021	553.19
					Total :	553.19
632030	8/25/2020	001744 CDW LLC, CDW GOVERNMENT LLC,	ZNV8931	P-0000016810	SPAM FILTER ANNUAL SUBSCRIPTION	4,125.43
					Total :	4,125.43
632031	8/25/2020	005791 CENTURYLINK	140185182	P-0000016811	BANDWIDTH SERVICES AND VOIP	311.73
					Total :	311.73
632032	8/25/2020	000025 CINTAS CORPORATION NO 2	5025329363	P-0000016658	FIRST AID SUPPLIES	117.26
					Total :	117.26
632033	8/25/2020	005284 CITY EMPLOYEES ASSOCIATES	AUG 2020 PAEA AUG 2020-PW		DUES COLLECTED FOR AUGUST 2020 DUES COLLECTED FOR AUGUST 2020	152.00 483.00
					Total :	635.00
632034	8/25/2020	002843 CITY OF REDLANDS, OFFICE OF CITY TREAS	73 74	P-0000016823 P-0000016823	ANIMAL SHELTER SERVICES ANIMAL SHELTER SERVICES	8,079.50 8,079.50
					Total :	16,159.00
632035	8/25/2020	005593 DINOSAUR TIRE & ROAD SRVS INC	1550454 78266	P-0000016669	TIRE COMPANY TIRE COMPANY	-147.48 147.48

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632035	8/25/2020	005593 DINOSAUR TIRE & ROAD SRVS INC	(Continued)			
			79490	P-0000016669	TIRE COMPANY	334.31
				P-0000016669		Total : 334.31
632036	8/25/2020	006014 DOOSADEE AMORNCHEEWIN	993765070		ACCOUNT CLOSED, REFUND OVERPA	15.06
						Total : 15.06
632037	8/25/2020	003149 ELVIE LEGOH	993765942		ACCOUNT CLOSED PREPAY REFUNDE	17.31
						Total : 17.31
632038	8/25/2020	001302 ESRI, INC.	93871856	P-0000016519	ARCGIS FOR FIRE SERVICES CONSUL	10,001.25
						Total : 10,001.25
632039	8/25/2020	000331 FAIRVIEW FORD SALES, INC	711017	P-0000016674	VEHICLE PARTS & REPAIRS	93.69
			719611	P-0000016674	VEHICLE PARTS & REPAIRS	22.09
			719612	P-0000016674	VEHICLE PARTS & REPAIRS	22.09
						Total : 137.87
632040	8/25/2020	005256 FLYERS ENERGY, LLC	20-164166	P-0000016678	FUEL	3,646.72
			20-165076	P-0000016678	FUEL	1,675.25
						Total : 5,321.97
632041	8/25/2020	005499 FRUIT GROWERS SUPPLY COMPANY	92168400		CHAIN AND TOOLS	49.33
						Total : 49.33
632042	8/25/2020	005255 GOPHER PATROL	424330	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	290.00
			424411	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	140.50
			424412	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	295.00
			424487	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	245.00
			424489	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	120.00
			424491	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	275.00
			425289	P-0000016838	GOPHER PATROL SRVS CITY HALL & C	180.00
						Total : 1,545.50
632043	8/25/2020	000389 GRAINGER, INC	9602524432	P-0000016682	INDUSTRIAL SUPPLIES	62.71
						Total : 62.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632044	8/25/2020	002484 HAAKER EQUIPMENT CO	C63741	P-0000016877	8" POLY LINED FLEX	1,543.50
					Total :	1,543.50
632045	8/25/2020	002769 HOUSTON AND HARRIS PCS, INC	20-22913	P-0000016868	HYDRO WASH OF SOUTH FOUNTAIN A	1,698.75
					Total :	1,698.75
632046	8/25/2020	006179 INLAND SIGNS INC	1802	P-0000016547	INSTALL ONE CITY ENTRANCE SIGN O	10,365.00
					Total :	10,365.00
632047	8/25/2020	000480 INLAND WATER WORKS SUPPLY	S1037941.002	P-0000016689	WATER PARTS AND MATERIALS FOR R	1,067.04
					Total :	1,067.04
632048	8/25/2020	004896 INTERFACE SECURITY SYSTEMS LLC	19772529		REPLACED LOW SYSTEM BATTERY 12	156.24
					Total :	156.24
632049	8/25/2020	005967 KB HOME COASTAL, INC.	993765440 993765578		ACCOUNT CLOSED REFUND OVERPAY	53.13
					ACCOUNT CLOSED REFUND OVERPAY	32.65
					Total :	85.78
632050	8/25/2020	006071 KELLERMEYER BERGENSONS SERVICE	INV0147172	P-0000016848	2020-21 JANITORIAL SRVS FOR CITY B	6,667.00
					Total :	6,667.00
632051	8/25/2020	006141 LENNAR HOMES	993765638		ACCOUNT CLOSED, PREPAY REFUNDI	97.00
					Total :	97.00
632052	8/25/2020	000557 LIFE ASSIST, INC.	1023895 1026005	P-0000016699 P-0000016699 P-0000016699	EMERGENCY MEDICAL SUPPLIES AND	386.35
					EMERGENCY MEDICAL SUPPLIES AND	218.95
					Total :	605.30
632053	8/25/2020	000570 LOMA LINDA FIREFIGHTERS ASSN	AUGUST 2020		DUES & T-DONATION FOR AUGUST 202	1,212.00
					Total :	1,212.00
632054	8/25/2020	002045 LOMA LINDA HEATING & AIR, CONDITIONING, 24447		P-0000016701	HVAC SERVICE AND MAINTENANCE	1,640.44
					Total :	1,640.44
632055	8/25/2020	001733 LOWE'S COMPANIES, INC.	25062 25334	P-0000016703 P-0000016703	IMPROVEMENT SUPPLIES AND MATER	6.11
					IMPROVEMENT SUPPLIES AND MATER	18.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632055	8/25/2020	001733 LOWE'S COMPANIES, INC.	(Continued)			
			25448	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	23.24
			27315	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	151.84
			27352	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	10.36
			27725	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	52.09
			64472	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	48.78
			79822976	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	-79.77
					Total :	231.61
632056	8/25/2020	003855 LYNN A. HIRTZ, DANS LAWNMOWER CENTER 213609		P-0000016844	POWER PRUNER	573.19
					Total :	573.19
632057	8/25/2020	001566 MALLORY SAFETY & SUPPLY, LLC	4893346	P-0000016704	SAFETY GEARS AND EQUIPMENT	55.79
					Total :	55.79
632058	8/25/2020	006117 MATT DINGMAN	8JM45271PB9484735		REIMBURSEMENT FOR FIRE INSPECTO	400.00
					Total :	400.00
632059	8/25/2020	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1485639	P-0000016705	FIREFIGHTER LETTERS FOR WILDLAN	106.94
					Total :	106.94
632060	8/25/2020	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000846	P-0000016870	LANDSCAPE MAINT AT 600K RESERVO	965.00
			000847	P-0000016869	REMOVE TULES AT THE PERK POND V	785.00
			000851	P-0000016887	LANDSCAPE MAINT-MISSION RD, CALI	822.95
			000852	P-0000016886	BARTON RD MEDIAN-LANDSCAPE MAI	3,542.00
			000853	P-0000016888	LANDSCAPE MAINT-SO. BARTRON RD	549.41
			000854	P-0000016889	MISC LANDSCAPE REPAIRS IN THE LM	4,463.21
			000855	P-0000016884	LANDSCAPE CONTRACT FOR LMD, SH	11,984.21
			000856	P-0000016890	MISC REPAIRS IN THE LMD L;ANDSCAI	672.88
					Total :	23,784.66
632061	8/25/2020	001613 OFFICE DEPOT, INC	111047239001	P-0000016707	OFFICE SUPPLIES	73.75
			111444501001	P-0000016707	OFFICE SUPPLIES	14.21
			111453846001	P-0000016707	OFFICE SUPPLIES	104.61
			111766846001	P-0000016707	OFFICE SUPPLIES	54.02
			111768551001	P-0000016707	OFFICE SUPPLIES	4.96
			113813058001	P-0000016707	OFFICE SUPPLIES	119.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632061	8/25/2020	001613 001613 OFFICE DEPOT, INC	(Continued)		Total :	371.12
632062	8/25/2020	004401 ORKIN PEST CONTROL	200866399	P-0000016841	PEST CONTROL SRVS CITY HALL/LIBR	124.27
			200866757	P-0000016841	PEST CONTROL SRVS CITY HALL/LIBR	52.89
					Total :	177.16
632063	8/25/2020	004401 ORKIN PEST CONTROL	200866394	P-0000016834	PEST CONTROL SERVICES FOR PW C	67.14
					Total :	67.14
632064	8/25/2020	005340 P N P OFFICE FURNITURE	7079	P-0000016855	CONFERENCE ROOM AND OFFICE DE	1,770.13
					Total :	1,770.13
632065	8/25/2020	006173 PACIFIC HERITAGE INC	372	P-0000016510	REPAIR PARKING AWNING IN CITY HAL	5,000.00
					Total :	5,000.00
632066	8/25/2020	001592 PHOENIX GROUP INFORMATION SYST	072020143	P-0000016767	DELINQUENT PARKING TICKET RECOV	476.55
					Total :	476.55
632067	8/25/2020	000766 PRUDENTIAL OVERALL SUPPLY	23032379	P-0000016713	SHOP RAGS	51.05
					Total :	51.05
632068	8/25/2020	006153 QUADIENT LEASING USA, INC., DEPT 3682	N8424328	P-0000016891	FY 20-21 Lease N18021483 IN600AF aut	520.21
					Total :	520.21
632069	8/25/2020	005911 RDO EQUIPMENT CO	P8156835		MOWER BLADE	166.97
					Total :	166.97
632070	8/25/2020	000794 REDLANDS GLASS HOUSE	AUGUST 5, 2020	P-0000016880	CUSTOM SOCIAL DISTANCING BARRIE	2,966.00
					Total :	2,966.00
632071	8/25/2020	002703 REDLANDS PRINT SHOP	59241		BUSINESS CARDS FOR GILLETTE, ANI	89.97
					Total :	89.97
632072	8/25/2020	006226 RENDEL EDMONDS	993765964		ACCOUNT CLOSED, PREPAY REFUNDE	29.08
					Total :	29.08
632073	8/25/2020	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	0330-20	P-0000016718	WELL & BOOSTER SERVICE REPAIR &	1,111.90
			0703-20	P-0000016718	WELL & BOOSTER SERVICE REPAIR &	425.88

Bank code :		bofa					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
632073	8/25/2020	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	(Continued) 0705-20	P-0000016718	WELL & BOOSTER SERVICE REPAIR &	545.88	
					Total :	2,083.66	
632074	8/25/2020	004562 ROGER E. FOX. M.D., FOX OCCUPATIONAL MI	119956	P-0000016719	DOT EXAM FOR VICTOR GOMEZ AND F	80.00	
					Total :	80.00	
632075	8/25/2020	005163 SAFETY-KLEEN	L024065	P-0000016720	OIL RECYCLING	222.50	
					Total :	222.50	
632076	8/25/2020	000854 SAN BERNARDINO CO	FC 008/21	P-0000016814	NPDES FEES 2020-21	8,849.00	
					Total :	8,849.00	
632077	8/25/2020	003881 SB CO PROFESSIONAL FIREFIGHTER	AUGUST 2020		DUES COLLECTED FOR AUGUST 2020	3,617.90	
					Total :	3,617.90	
632078	8/25/2020	000865 SN BERNARDINO CO SHERIFF DEPT	19829	P-0000016824	AUGUST 2020 -CONTRACTUAL SHERIF	478,891.00	
					Total :	478,891.00	
632079	8/25/2020	001024 SNAP ON TOOLS CORP	07302051080	P-0000016725	TOOLS	75.69	
					Total :	75.69	
632080	8/25/2020	001131 SOUTH COAST A.Q.M.D.	3681102 3685051		ANNUAL RENEWAL FEES FY 20-21 FLAT FEE FOR LAST FISCAL YEAR EMI	421.02 136.40	
					Total :	557.42	
632081	8/25/2020	005849 ST FRANCIS ELECTRIC, LLC	18108770 18108771	P-0000016856 P-0000016857	ANNUAL TRAFFIC SIGNAL MAINT CON ANNUAL TRAFFIC SIGNAL MAINTENAN	1,798.81 5,948.58	
					Total :	7,747.39	
632082	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3453024491		HEADSETS FOR OFFICE ASSISTANTS	526.54	
			3453024492	P-0000016915			
			3453024493	P-0000016726	PURELL HAND SANITIZER	44.11	
			3453024494	P-0000016726	PURELL HAND SANITIZER PUMP. BRIT	75.06	
			3453024495	P-0000016726	HANGING WALL FILES	40.63	
				P-0000016726	BINDER, LEAD REFILL	11.99	
					Total :	698.33	

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632083	8/25/2020	005561 STATEWIDE TRAFFIC SAFETY, & SIGNS	13006198	P-0000016728	TRAFFIC SIGNS	815.68
Total :						815.68
632084	8/25/2020	002880 STEVE HESLOP, STEVE AND BILL'S BACKFLO	1712 1716	P-0000016871 P-0000016729	REPLACE BACKFLOW ASSEMBLIES BACKFLOW TESTING	5,143.40 150.00
Total :						5,293.40
632085	8/25/2020	001799 STRADLING, YOCCA, CARLSON, & RAUTH	366570-0058	P-0000016912	LEGAL SERVICES	184.20
Total :						184.20
632086	8/25/2020	006199 STRYKER SALES CORPORATION	3102974 M	P-0000016769	MAINTENANCE & SERVICE CONTRACT	7,568.40
Total :						7,568.40
632087	8/25/2020	006003 SUEZ WTS SERVICES USA, INC	900527627	P-0000016872	DEIONIZED WATER TANK SYSTEM FOF	2,864.82
Total :						2,864.82
632088	8/25/2020	004015 SUPERCO SPECIALTY PRODUCTS, DIVISION	PSI354022	P-0000016873	RELEASE AGENT	1,227.42
Total :						1,227.42
632089	8/25/2020	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	062651 063188 063189 063559 063560 063564 063565 063744 063806 063869 064038	P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732 P-0000016732	AUTO PARTS AUTO PARTS	260.43 123.31 -19.40 45.73 66.45 49.21 74.54 261.81 36.95 22.71 85.93
Total :						1,007.67
632090	8/25/2020	000237 THE COUNSELING TEAM, INC.	76896	P-0000016770	BEHAVIORAL HEALTH & WELLNESS SE	600.00
Total :						600.00
632091	8/25/2020	002862 TRL SYSTEMS, INC.	487296	P-0000016881	REPAIR STOREFRONT EXT DOORS AT	2,589.51
Total :						2,589.51

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632092	8/25/2020	001044 U.S. BANK	5817001	P-0000016901	2016 Water Revenue Refunding Bonds -	3,335.00
					Total :	3,335.00
632093	8/25/2020	001854 UNDERGROUND SERVICE ALERT OF	720200140	P-0000016736	DIG ALERT NOTIFICATION	95.80
			dsb20193901	P-0000016736	DIG ALERT NOTIFICATION	71.05
					Total :	166.85
632094	8/25/2020	006171 UPTOWN AUTO SPA	UTA040562	P-0000016737	CAR WASH	392.00
			UTA040563	P-0000016737	CAR WASHES FOR JULY 2020	80.00
					Total :	472.00
632095	8/25/2020	004030 US TRONICS	M-12267JL20	P-0000016904	EMERGENCY SATELLITE PHONE SERV	167.85
					Total :	167.85
632096	8/25/2020	001977 VULCAN MATERIALS	72666031	P-0000016739	ASPHALT MATERIAL	84.83
					Total :	84.83
632097	8/25/2020	003575 WATER TRAX USA, INC.	4006 50841	P-0000016874	WATER TRAX ANNUAL SUBSCRIPTION	8,208.63
					Total :	8,208.63
632098	8/25/2020	005500 WEST COAST ARBORISTS INC	162638	P-0000016885	TRIM TREES LAWTON & BUTTERFIELD	1,560.00
					Total :	1,560.00
632099	8/25/2020	001901 WEST PAYMENT CENTER, THOMSON REUTEI	842832413	P-0000016740	CALIFORNIA CODE BOOK UP-DATE	568.92
					Total :	568.92
632100	8/25/2020	001917 WILBUR E & JUNE PURVIS, WILBUR'S	39794	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	50.00
			39995	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	10.00
			40018	P-0000016741	LAWNMOWER REPAIR AND MAINTENA	37.70
					Total :	97.70
632101	8/25/2020	001622 WILLDAN FINANCIAL SERVICES	010-44903	P-0000016893	LMD ASSESSMENT ANNUAL ENGINEEF	2,276.86
			010-44904	P-0000016892	STREETLIGHT MAINT DISTRICT ANNU/	2,081.35
					Total :	4,358.21
632102	8/25/2020	003968 WINZER FRANCHISE CORPORATION	6660987	P-0000016743	MARKING PAINT, NUTS, AND BOLT	134.77
			6669248	P-0000016743	MARKING PAINT, NUTS, AND BOLT	276.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632102	8/25/2020	003968	003968 WINZER FRANCHISE CORPORATION (Continued)			Total : 411.42
632103	8/25/2020	004353 WITTMAN ENTERPRISES, LLC	2007069	P-0000016772	EMS BILLING FOR JULY 2020	703.71
						Total : 703.71
142 Vouchers for bank code :		bofa				Bank total : 1,131,945.15
142 Vouchers in this report						Total vouchers : 1,131,945.15

PAYROLL: \$350,128.25 08/20/2020

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 424878; 631963 through 632103 for a total disbursement of \$ 1,131,945.15, 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 09-08-2020 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor

vchlist
09/01/2020 9:03:38AM

Voucher List
CITY OF LOMA LINDA
08-31-2020 Month-end

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632104	8/25/2020	006160 JEROMY RAY ROBB, J ROBB EQUIPMENT CO	RETENTION		PO #16483-RETENTION~	9,697.00
					Total :	9,697.00
632105	8/25/2020	004674 TRYCO GENERAL ENGINEERING	452	P-0000015754	CONSTRUCTION FOR I-10 FWY/MT VIE	59,870.44
					Total :	59,870.44
632106	8/25/2020	004674 TRYCO GENERAL ENGINEERING	453	P-0000016012	SIDEWALK REPAIRS CITYWIDE	3,536.85
					Total :	3,536.85
632107	8/25/2020	005244 HHS CONSTRUCTION, INC.	RETENTION		RETENTION-PO#16206~	6,175.74
					Total :	6,175.74
632108	8/25/2020	006128 T.E. ROBERTS	3645.1		RETENTION-PO#16551~	3,888.25
					Total :	3,888.25
632109	8/25/2020	006104 INTERNATIONAL LINE BLDRS INC	868803.1R		RETENTION-PO#16208~	6,093.55
					Total :	6,093.55
632110	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064214	P-0000016726 P-0000016726	OFFICE SUPPLIES	17.27
					Total :	17.27
632111	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064215	P-0000016726	OFFICE SUPPLIES	47.28
					Total :	47.28
632112	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064219	P-0000016726	OFFICE SUPPLIES	4.84
					Total :	4.84
632113	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064226	P-0000016726	OFFICE SUPPLIES	105.70
					Total :	105.70
632114	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064221	P-0000016726	OFFICE SUPPLIES	68.59
					Total :	68.59
632115	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064216	P-0000016726	OFFICE SUPPLIES	4.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632115	8/25/2020	001356 001356 STAPLES BUSINESS ADVANTAGE	(Continued)			Total : 4.84
632116	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064218	P-0000016726	OFFICE SUPPLIES	6.66
						Total : 6.66
632117	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064217	P-0000016726	OFFICE SUPPLIES	6.66
						Total : 6.66
632118	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064224	P-0000016726	OFFICE SUPPLIES	5.11
						Total : 5.11
632119	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064225	P-0000016726	OFFICE SUPPLIES	16.14
						Total : 16.14
632120	8/25/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064220		CLOROX DISINFECTANT WIPES	6.66
				P-0000016726		Total : 6.66
632121	8/27/2020	000236 COSTCO WHOLESALE	0000015797		WAREHOUSE GROCERY	430.73
				P-0000016665		Total : 430.73
				P-0000016665		
632122	8/27/2020	002907 AMERICAN SECURITY CABINETS	INV20266		PO# 16582/400-OC PAYMENT DROP BC	1,801.00
						Total : 1,801.00
632123	8/27/2020	005502 FRONTIER COMMUNICATIONS	909-799-7257-0624145		PHONE SERVICE	42.02
						Total : 42.02
632124	8/27/2020	000110 BURTRONICS BUSINESS SYSTEM	AR72654	P-0000016918	PRINTING OVERAGES AND FREIGHT	725.83
						Total : 725.83
632125	8/27/2020	000213 TIME WARNER	0212906081420	P-0000016755	CABLE SERVICES FOR STATION 1 & S1	67.28
						Total : 67.28
632126	8/27/2020	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	0501-20	P-0000016718	WELL & BOOSTER SERVICE REPAIR &	425.88
						Total : 425.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632127	8/27/2020	004579 LCA BANK CORPORATION	4462562	P-0000016766	PW ENG PRINTER - LANIER ANNUAL LI	617.41
					Total :	617.41
632128	8/27/2020	000033 ALL AMERICAN ASPHALT	190614		PAV REHAB IMP BARTON RD & CAMPU	34,540.62
					Total :	34,540.62
632129	8/27/2020	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	46.59
					Total :	46.59
632130	8/27/2020	006205 TALENTZOK	164399	P-0000016826	Temporary Finance Staff FY 20-21	1,595.46
					Total :	1,595.46
632131	8/27/2020	001261 THE GAS COMPANY	194 068 6736 6		GAS SERVICE	47.07
					Total :	47.07
632132	8/27/2020	001154 VISION SERVICE PLAN - CA	810190038		VISION INSURANCE PREMIUM-SEPT 20	1,177.66
					Total :	1,177.66
632133	8/27/2020	004197 C.A.P.F.	SEPTEMBER 2020 BILLI		LONG TERM DISABILITY PREMIUM-SE	796.50
					Total :	796.50
632134	8/27/2020	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	5.77
					Total :	5.77
632135	8/27/2020	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	26.12
					Total :	26.12
632136	8/27/2020	001245 SO CALIF EDISON	STMTS-5		ELECTRICITY SERVICE	53,138.09
					Total :	53,138.09
632137	8/27/2020	001245 SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	1,910.44
					Total :	1,910.44
632138	8/27/2020	001245 SO CALIF EDISON	2-05-372-3029		ELECTRICITY SERVICE	1,267.02
					Total :	1,267.02
632139	8/27/2020	001245 SO CALIF EDISON	2-01-553-0058		ELECTRICITY SERVICE	8,400.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632139	8/27/2020	001245 001245 SO CALIF EDISON	(Continued)			Total : 8,400.05
662998	8/25/2020	000454 ICMA RETIREMENT CORP	2020082500662998		ICMA CONTRIBUTIONS-08/02-15/2020	20,971.85 Total : 20,971.85
1001626473	8/7/2020	000773 P.E.R.S.	1001626473		HEALTH INSURANCE PREMIUM-AUG 21	64,152.63 Total : 64,152.63
1001626474	8/7/2020	000773 P.E.R.S.	1001626474		HEALTH INSURANCE PREMIUM-AUG 21	1,331.97 Total : 1,331.97
1001627991	8/11/2020	000771 P.E.R.S.	1001627991/7992		RETIREMENT CONTRIBUTIONS- JULY 1	923.84 Total : 923.84
1001628205	8/11/2020	000771 P.E.R.S.	1001628205/06/07/08		RETIREMENT CONTRIBUTIONS-07/5-07	60,851.98 Total : 60,851.98
1001636549	8/25/2020	000771 P.E.R.S.	1001636549/50/51/52		RETIREMENT CONTRIBUTIONS 7/19-08	60,254.12 Total : 60,254.12
42 Vouchers for bank code : bofa						Bank total : 405,099.51
42 Vouchers in this report						Total vouchers : 405,099.51

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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. 632104 through 632139; 662998; 1001626473, 1001626474, 1001627991, 1001628205 & 1001636549 for a total disbursement of \$ 405,099.51, 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 09-08-2020 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor

vchlist
09/02/2020 5:23:04PM

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632140	9/1/2020	006230 FATIMA RADWAN	361132100		ACCOUNT CLOSED, REFUND PREPAY	174.77
					Total :	174.77
632141	9/1/2020	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INSURANCE PREMIUM	56.34
					Total :	56.34
632142	9/1/2020	000213 TIME WARNER	0020150081820	P-0000016755	CABLE SERVICES FOR STATION 1 & S1	91.47
					Total :	91.47
632143	9/1/2020	000265 DIANA DE ANDA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	719.68
					Total :	719.68
632144	9/1/2020	001356 STAPLES BUSINESS ADVANTAGE	3454558850	P-0000016726	OFFICE SUPPLIES	68.59
					Total :	68.59
632145	9/1/2020	001356 STAPLES BUSINESS ADVANTAGE	3454558852	P-0000016726	OFFICE SUPPLIES	13.41
					Total :	13.41
632146	9/1/2020	001356 STAPLES BUSINESS ADVANTAGE	3454558853	P-0000016726	OFFICE SUPPLIES	17.09
					Total :	17.09
632147	9/2/2020	001965 J.L. LUZADAS	REQUEST		FLEX MEDICAL REIMBURSEMENT-2020	1,093.50
					Total :	1,093.50
632148	9/8/2020	005758 ALETHEA INC	LL0820202	P-0000016916	SERVICE HOURS TO RESTORE INTERI	675.00
					Total :	675.00
632149	9/8/2020	004554 ALTERNATIVE HOSE, INC	5974853	P-0000016650	PLUMBING MATERIALS	107.11
			5974912	P-0000016650	PLUMBING MATERIALS	76.53
			5975245	P-0000016650	PLUMBING MATERIALS	36.92
			5975361	P-0000016650	PLUMBING MATERIALS	323.80
			5975362	P-0000016650	PLUMBING MATERIALS	88.90
					Total :	633.26
632150	9/8/2020	006231 ARC POWER ENGINEERING	APE 701 A	P-0000016934	POWER MONITORING & RECORDING F	1,450.00
					Total :	1,450.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632151	9/8/2020	006075 AUTOMOTIVEWORKWEAR.COM	717876		MEN'S ORANGE INDUSTRIAL WORK SH	167.98
					Total :	167.98
632152	9/8/2020	001400 BOOT BARN 4 SAN BERNARDINO	INV00059334	P-0000016930	UNIFORM PURCHASES BY PW FIELD C	645.35
					Total :	645.35
632153	9/8/2020	004397 CHEMPAK	112930	P-0000016657	CLEANING SUPPLIES	59.26
			113063	P-0000016657	CLEANING SUPPLIES	144.39
					Total :	203.65
632154	9/8/2020	006228 CINDY HIRATA	993766055		ACCOUNT CLOSED PREPAY REFUNDE	54.60
					Total :	54.60
632155	9/8/2020	004060 CLEAN SPORT	48640	P-0000016661	SANITATION SUPPLIES	101.76
					Total :	101.76
632156	9/8/2020	000203 CLINICAL LABORATORY OF	976236	P-0000016662	TEST WATER AT WELL SITE	8,268.25
					Total :	8,268.25
632157	9/8/2020	003090 COMPRESSED AIR SPECIALTIES	00036975	P-0000016931	ANNUAL SERVICE ON MAKO & BAUER	738.07
			00036976	P-0000016931	ANNUAL SERVICE ON MAKO & BAUER	962.63
					Total :	1,700.70
632158	9/8/2020	005762 CORE & MAIN	K211781	P-0000016664	WATER METER GOODS	2,586.66
			K571284	P-0000016919	8" MM OCTAVE METER FOR HOMES OI	6,684.69
			M070413	P-0000016664	WATER METER GOODS	213.86
					Total :	9,485.21
632159	9/8/2020	000236 COSTCO WHOLESALE	47810300123	P-0000016665	WAREHOUSE GROCERY	281.99
			47896251	P-0000016665	WAREHOUSE GROCERY	285.95
					Total :	567.94
632160	9/8/2020	001173 COUNTY OF SAN BERNARDINO, DEPT OF INF	25048	P-0000016666	PAGE MONITORING SERVICES	15.45
			25049	P-0000016666	PAGE MONITORING SERVICES	94.56
					Total :	110.01
632161	9/8/2020	005593 DINOSAUR TIRE & ROAD SRVS INC	79491	P-0000016669	TIRE COMPANY	328.40
			80456	P-0000016669	TIRE COMPANY	726.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632161	9/8/2020	005593 005593 DINOSAUR TIRE & ROAD SRVS INC	(Continued)			Total : 1,055.17
632162	9/8/2020	005309 DIRECTV	37714476105	P-0000016749	SATELLITE TV SERVICES FOR EOC	43.79
						Total : 43.79
632163	9/8/2020	001765 DLT SOLUTIONS, LLC	4884999A	P-0000016935	AUTOCAD GOVT ANNUAL SUBSCRIPTI	1,811.16
						Total : 1,811.16
632164	9/8/2020	001302 ESRI, INC.	93891677	P-0000016786	ESRI RENEWAL 2020-21	5,450.00
						Total : 5,450.00
632165	9/8/2020	000325 EWING IRRIGATION PRODUCTS	12360760	P-0000016672	IRRIGATION SUPPLIES	58.69
						Total : 58.69
632166	9/8/2020	001521 FACILITIES PROTECTION SYSTEMS, INTELLIK	64994	P-0000016791	CIVIC CTR - UL MONITORING PREVEN	576.00
			64995	P-0000016792	SR CTR - UL MONITORING PREV MAIN	576.00
			64996	P-0000016793	COLE HOUSE - UL MONITORING AGR #	576.00
			65002	P-0000016797	CORP YD - UL MONITORING MAINT AG	572.00
			65005	P-0000016798	LIBRARY-UL MONITORING AGR #2792	572.00
						Total : 2,872.00
632167	9/8/2020	000331 FAIRVIEW FORD SALES, INC	723915	P-0000016674	VEHICLE PARTS & REPAIRS	74.96
						Total : 74.96
632168	9/8/2020	005162 FILARSKY & WATT LLP	AUGUST 2020	P-0000016876	HR LEGAL SERVICES	362.50
						Total : 362.50
632169	9/8/2020	000212 FLEET SERVICES INC, DBA COLTON TRUCK S	05P48370	P-0000016677	AUTO PARTS & SUPPLIES	711.98
						Total : 711.98
632170	9/8/2020	005256 FLYERS ENERGY, LLC	20-173092	P-0000016678	FUEL	1,417.36
						Total : 1,417.36
632171	9/8/2020	005502 FRONTIER COMMUNICATIONS	STMTS-3		PHONE SERVICE	388.62
						Total : 388.62
632172	9/8/2020	000389 GRAINGER, INC	9617778536	P-0000016682	INDUSTRIAL SUPPLIES	99.44
			9619256697	P-0000016682	INDUSTRIAL SUPPLIES	298.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632172	9/8/2020	000389 000389 GRAINGER, INC	(Continued)			Total : 397.76
632173	9/8/2020	000402 HACH COMPANY	12088050	P-0000016813	SEWER FLOW METER MONITORING SI	1,000.00
						Total : 1,000.00
632174	9/8/2020	000431 HDL SOFTWARE, LLC	SIN002761	P-0000016914	PERMIT TRACKING SOFTWARE	4,718.92
						Total : 4,718.92
632175	9/8/2020	005244 HHS CONSTRUCTION, INC.	69209	P-0000016566	EMERGENCY REPAIR INSTALL NEW GF	5,101.69
						Total : 5,101.69
632176	9/8/2020	000435 HOME DEPOT CREDIT SERVICES	10132797918	P-0000016685	BUILDING MAINTENANCE SUPPLIES AI	3.60
						Total : 3.60
632177	9/8/2020	000439 HOSE MAN INC.	6220283-0001-06		ASPHALT TACK HOSE	78.99
						Total : 78.99
632178	9/8/2020	006084 HRE, LLC DBA TENZINGA	0919.2	P-0000016752	TENZINGA PERFORMANCE MGT SOFT	1,944.00
						Total : 1,944.00
632179	9/8/2020	003400 INFOSEND, INC	175816	P-0000016917	FY20-21 Utility bill printing & mailing	2,958.40
						Total : 2,958.40
632180	9/8/2020	000480 INLAND WATER WORKS SUPPLY	S1035973.001 S1038375.001	P-0000016924 P-0000016689	CHECK VALVE FOR THE ANDERSON B WATER PARTS AND MATERIALS FOR R	2,046.17 33.48
						Total : 2,079.65
632181	9/8/2020	004896 INTERFACE SECURITY SYSTEMS LLC	19787267	P-0000016690	PROVIDING SECURITY MONITORING S	361.98
						Total : 361.98
632182	9/8/2020	002986 KATHY CAMPS, XGRAPHIX	19762	P-0000016693	SIGNS	967.60
						Total : 967.60
632183	9/8/2020	006141 LENNAR HOMES	993766022 993766025 993766027		ACCOUNT CLOSED PREPAY REFUNDE ACCOUNT CLOSED PREPAY REFUNDE ACCOUNT CLOSED PREPAY REFUNDE	18.02 23.90 41.40
						Total : 83.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632184	9/8/2020	000557 LIFE ASSIST, INC.	1028914	P-0000016699	EMERGENCY MEDICAL SUPPLIES AND	71.91
					Total :	71.91
632185	9/8/2020	001933 LILBURN CORPORATION	20-0835	P-0000016778	DEPOSIT FOR SPECIAL STUDIES FOR	2,137.50
					Total :	2,137.50
632186	9/8/2020	000575 LOMA LINDA PLUMBING, INC	3878	P-0000016702	PLUMBING	129.00
					Total :	129.00
632187	9/8/2020	001733 LOWE'S COMPANIES, INC.	25889	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	59.32
			27006	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	9.87
			27007	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	15.57
			27082	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	25.91
			27116	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	54.20
			27400	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	35.86
			27451	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	52.14
			27859	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	76.72
			27862	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	51.17
			27926	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	11.25
			27946	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	20.46
			28918	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	68.66
			28979	P-0000016703	IMPROVEMENT SUPPLIES AND MATER	15.11
					Total :	496.24
632188	9/8/2020	003855 LYNN A. HIRTZ, DANS LAWNMOWER CENTER	211709	P-0000016908	HONDA ENGINE FOR SIDEWALK GRINI	785.76
			211713	P-0000016909	TRIMMING TOOLS	823.55
			214814		GEAR DRIVES FOR HEDGE TRIMMERS	179.16
					Total :	1,788.47
632189	9/8/2020	006202 MAGNOLIA ENVIRONMENTAL LLC	2020	P-0000016779	ENVIRONMENTAL REPORT FOR HINCK	1,330.00
			2073	P-0000016839	ASBESTOS & LEAD SURVEY AT EOC AI	1,840.00
					Total :	3,170.00
632190	9/8/2020	001566 MALLORY SAFETY & SUPPLY, LLC	4893776	P-0000016704	SAFETY GEARS AND EQUIPMENT	22.16
			4894009	P-0000016704	SAFETY GEARS AND EQUIPMENT	46.18
					Total :	68.34
632191	9/8/2020	006117 MATT DINGMAN	2AD16909JL068750V		REIMBURSEMENT FOR FIRE INSPECTO	400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632191	9/8/2020	006117 006117 MATT DINGMAN	(Continued)			Total : 400.00
632192	9/8/2020	002222 MERIDIAN MEDICAL TECHNOLOGIES	00028811	P-0000016854	DUODOTE AUTO-INJECTORS	1,824.60
						Total : 1,824.60
632193	9/8/2020	001685 MITCHELL 1	24782069	P-0000016910	SOFTWARE FOR VEHICLE REPAIRS	2,651.31
						Total : 2,651.31
632194	9/8/2020	001612 MUNICIPAL MAINTENANCE EQT, INC	0151006-IN		EMULSION SPRAY WAND	362.43
						Total : 362.43
632195	9/8/2020	004401 ORKIN PEST CONTROL	200867717	P-0000016753	PEST CONTROL SERVICES FOR STATI	106.05
			200867943	P-0000016842	PEST CONTROL SRVS AT 25964 MISSIK	125.00
						Total : 231.05
632196	9/8/2020	000726 PARKHOUSE TIRE INC	2010694854	P-0000016708	VEHICLE TIRES	1,013.63
						Total : 1,013.63
632197	9/8/2020	005511 PARTS AUTHORITY	095-248705	P-0000016709	CHEMICALS	290.08
						Total : 290.08
632198	9/8/2020	001592 PHOENIX GROUP INFORMATION SYST	0720201143	P-0000016710	PARKING CITATION DELIQUENT NOTIC	102.20
						Total : 102.20
632199	9/8/2020	004458 PRINTING & PROMOTION PLUS, INC	77732	P-0000016712	BUSINESS CARDS FOR JOHN TRUJILL	61.29
						Total : 61.29
632200	9/8/2020	000766 PRUDENTIAL OVERALL SUPPLY	23018500	P-0000016713	SHOP RAGS	51.05
						Total : 51.05
632201	9/8/2020	006169 R&S OVERHEAD DOORS OF IE INC	7308	P-0000016927	ROLL UP DOOR SRVS AT PW CORP YD	535.00
						Total : 535.00
632202	9/8/2020	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	0712-20	P-0000016718	WELL & BOOSTER SERVICE REPAIR &	545.88
						Total : 545.88
632203	9/8/2020	004806 ROBERTSON'S	775459	P-0000016911	REPAIR BROKEN SIDEWALK ON BRYN	825.74
						Total : 825.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632204	9/8/2020	006225 S & H CIVILWORKS	0851	P-0000016900	ADA ACCESS RAMPS AT VARIOUS LOC	106,495.00
					Total :	106,495.00
632205	9/8/2020	003698 SCOTT ZEHM	AUGUST 2020	P-0000016803	CITY HALL FOUNTAIN MAINTENANCE 2	135.00
					Total :	135.00
632206	9/8/2020	000451 SITEONE LANDSCAPE SUPPLY, LLC	102376582-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	126.95
			102377563-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	84.69
			102402086-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	84.69
			102492106-001	P-0000016724	LANDSCAPE MATERIALS AND SUPPLIE	191.76
					Total :	488.09
632207	9/8/2020	001024 SNAP ON TOOLS CORP	07302051078	P-0000016725	TOOLS	172.39
					Total :	172.39
632208	9/8/2020	001245 SO CALIF EDISON	1		ELECTRIC BILL	2,005.86
			9		ELECTRIC BILL EDISON	399.53
					Total :	2,405.39
632209	9/8/2020	000831 SOUTHERN CALIFORNIA FPO'S	213		FY 2020 MEMBERSHIP DINGMAN	65.00
					Total :	65.00
632210	9/8/2020	001356 STAPLES BUSINESS ADVANTAGE	3454064211	P-0000016726	OFFICE SUPPLIES	17.19
					Total :	17.19
632211	9/8/2020	006003 SUEZ WTS SERVICES USA, INC	900535797	P-0000016754	DEIONIZED WATER TANK RENTALAND	239.21
					Total :	239.21
632212	9/8/2020	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	061653	P-0000016732	AUTO PARTS	14.36
			061655	P-0000016732	AUTO PARTS	186.19
			061726	P-0000016732	AUTO PARTS	21.46
			062340	P-0000016732	AUTO PARTS	19.19
			062698	P-0000016732	AUTO PARTS	24.44
					Total :	265.64
632213	9/8/2020	002319 THE FOUNTAIN PEOPLE	0074372-IN	P-0000016879	WATER CASTE NOZZLE FOR CITY HAL	1,568.55
					Total :	1,568.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
632214	9/8/2020	000213 TIME WARNER	0030597081020	P-0000016825	CABLE SERVICE FOR CITY HALL	40.50
Total :						40.50
632215	9/8/2020	002862 TRL SYSTEMS, INC.	488090	P-0000016939	REPAIR CITY HALL STOREFRONT DOO	480.00
Total :						480.00
632216	9/8/2020	001977 VULCAN MATERIALS	72649860 72670593	P-0000016739 P-0000016739	ASPHALT MATERIAL ASPHALT MATERIAL	290.93 575.08
Total :						866.01
632217	9/8/2020	005222 WEST COAST LIGHTS & SIRENS INC	20333	P-0000016599	CODE 3 PACKAGE AND RADIO INSTALL	3,533.33
Total :						3,533.33
632218	9/8/2020	001919 WILLDAN	002-23085 002-23086	P-0000016742 P-0000016742	BUILDING INSPECTION/PLAN CHECK S BUILDING INSPECTION/PLAN CHECK S	5,495.69 630.00
Total :						6,125.69
632219	9/8/2020	005944 YIMING XING	993766046		ACCOUNT CLOSED PREPAY REFUNDE	60.40
Total :						60.40
1001628221	9/2/2020	000772 CALPERS	1001628221	P-0000016897	Social Security Administration	500.00
Total :						500.00
81 Vouchers for bank code : bofa						Bank total : 200,453.81
81 Vouchers in this report						Total vouchers : 200,453.81

PAYROLL: \$344,990.27 9/3/2020

Bank code : bofa

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

I have reviewed the above listing of payments on check nos.
632140 through 632219 & 1001628221 for a total
disbursement of \$ 200,453.81, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
09-08-2020 and the City Treasurer is hereby directed
to pay except as noted.

Phillip Dupper, Mayor



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: September 8, 2020
TO: City Council
SUBJECT: Minutes of July 14 and 28, 2020

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

It is recommended that the City Council approve the minutes of July 14 and 28, 2020.

City of Loma Linda
City Council Minutes - DRAFT
Regular Meeting of July 28, 2020

A regular meeting of the City Council was called to order by Mayor Dupper at 6:00 p.m., Tuesday, July 28, 2020.

This meeting was conducted via webinar/teleconference. Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting was conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there was no in-person meeting location at which the public may appear. The public was invited to participate via Zoom.

Councilmen Present: Mayor Phill Dupper, present in Council Chambers
Mayor pro tempore Ron Dailey, present in Council Chambers
Rhodes Rigsby, present in Council Chambers
John Lenart, present in Council Chambers
Bhavin Jindal, present in Council Chambers

Councilmen Absent: None

Others Present: City Manager T. Jarb Thaipejr, present in Council Chambers
City Attorney Richard E. Holdaway, present in Council Chambers

The City Council immediately recessed into closed session.

Closed Session

CC-2020-40- Conference with Labor Negotiator - (Government Code Section 54957.6)
Agency Representative - City Manager Jarb Thaipejr, Assistant City Manager Konrad Bolowich and Negotiator Jay Trinnaman
Employee Organizations - Loma Linda Professional Firefighters Local 935

The City Council reconvened at 7:06 p.m. with all members present.

City Attorney Holdaway indicated that the City Council met in closed session on the item listed; direction was given to negotiators; no final action to report.

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

No items were added or deleted and no public comments were offered upon invitation of the Mayor.

CC-2020-41 - Public Hearing- 57 condominium units with shared open space and 164 parking spaces on property located on the southwest corner of Park Avenue and Bryn Mawr Avenue within The Groves at Loma Linda Specific Plan, designated Special Planning Area "D" and zoned Planned Community intended for high density residential (to be continued to July 28, 2020)

- a. Determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182;
- b. Ratify Certificate of Appropriateness for Precise Plan of Design (PPD) No. P19-206;

- c. Approve Tentative Tract Map No. P20-031 for Map 20327 to allow the creation of a single-lot condominium map for 57 residential units on a 4.4 acre lot, based on the Findings contained in the Staff Report and subject to the Conditions of Approval; and
- d. Approve Precise Plan of Design No. P19-206, which includes the proposed architectural styles and design configuration, based on the Findings contained in the Staff Report and subject to the original Mitigation Measures adopted on June 12, 2018 and added conditions of approval

Associate Planner Lorena Matarrita presented the staff report. The Applicant was Lewis Investment Company, LLC; Sage McCleve, project manager. The project, located on a currently vacant site on the southwest corner of Park and Bryn Mawr Avenue, consisted of 57 residential condominium units, with shared open space, 154 parking spaces, and various amenities on 4.4 acres intended for high-density residential, associated with Tentative Tract Map 20327 that will establish a single-lot condominium map.

The General Plan designation was Special Planning Area "D"; zoned Planned Community within the Groves at Loma Linda Specific Plan, Phase 3 Concept Area, Planning Area 3-2; designated Land Use in the Specific Plan was high density residential, up to 60 du/ac; the surrounding area included the Redlands Unified School District vacant lot to the west, to east was a vacant site designated as future park, south was vacant property owned by successor agency, and north of project site was the Phase One area, Veterans Affairs Ambulatory Care Clinic.

At a Joint Hearing in June 2018, the Planning Commission and City Council approved and adopted The Groves at Loma Linda Specific Plan (GSP), a city-initiated project for a 300-acre site located entirely within "Special Planning Area D" (SPA-D) of the General Plan Land Use Map. An Environmental Impact Report and Mitigation Measures were adopted. In November 2018, Lewis Investment Company, LLC, submitted a PPD application for review of architectural styles and configuration of the proposed 57 condominium units and amenities, along with a Tentative Tract Map. In December 2019 the Historical Commission reviewed the architectural styles and made recommendations for elevations and motioned to recommend ratification of Certificate of Appropriateness and approval of the PPD project. The Administrative Review Committee met with applicant various times; provided corrections and conditions and on the June 3, 2020, the project received a unanimous recommendation for approval from the Planning Commission.

Ms. Matarrita continued, reviewing the site plan, elevations and elevation details, floor plans, landscape plans, as well as materials and colors.

The Environmental Impact Report (EIR) for The Groves at Loma Linda Specific Plan was adopted by Planning and City Council in June of 2018, along with a mitigation monitoring reporting program that listed requirements for future projects. All required studies such as traffic, cultural, air quality, noise, were conducted for the Specific Plan and site. The residential proposal and site was previously analyzed with the adoption of the EIR. Therefore, the submittal is exempt from CEQA Guidelines and no further environmental review is necessary. The adopted mitigations for this specific site will continue to apply as well as the new Conditions of Approval for the PPD submittal. CEQA Guidelines Section 15182 states: "Where a public agency has prepared an EIR on a specific plan ... no EIR or negative declaration need be prepared for a residential project undertaken pursuant to and in conformity to that plan."

She concluded, indicating that the applicant had made every effort possible to provide most appropriate design and layout; the project complied with goals of General Plan and The Groves at Loma Linda Specific Plan; was compatible with existing and future uses in area; conditions were in place to ensure appropriate compliance with mitigations and city standards and Findings were provided in support of the current proposal and approval.

Staff, Historical, and Planning Commission recommended City Council determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which provides an exemption for residential projects located in a specific plan area where a public agency has already prepared an EIR and that project is undertaken pursuant in conformity with that plan; ratify the Certificate of Appropriateness for Precise Plan of Design No. P19-206; approve Tentative Tract Map No. P20-031 for Map 20327 to allow the creation of a single-lot condominium map for 57 residential units on a 4.4-acre lot based on the Findings contained in the Staff Report and subject to the Conditions of Approval; and approve Precise Plan of Design No. P19-206, which includes the proposed architectural styles and design configuration of 57 condominium units to be located on the southwest corner of Park and Bryn Mawr Ave within The Groves at Loma Linda Specific Plan, based on the Findings contained in the Staff Report and subject to the original Mitigation Measures adopted on June 12, 2018 and added Conditions of Approval.

She indicated a representative of the applicant was in the City Council Chamber and the team available on Zoom for any questions.

Comments/concerns/questions included:

- Use of solar in the project; applicant indicated that the updated California Building Code did require solar on all new home construction and expected to have solar panels installed, with some southern exposure to maximize efficiency
- Noted the lack of color; applicant responded that the Historical Commission requested they respect the historical nature of the area and create a style that was reflective of that; characteristics of the style were the earthy tones, with splashes of color in the red tile roofs and tile work that frame the doors, window shutters, etc. and will continue to work with the builder and staff as to where more color might be incorporated
- A Homeowners Association would be responsible for maintenance for all front yard common spaces, would be uniform throughout the front yards and common open spaces
- Appreciate the use of drought-tolerant or California native/friendly landscaping where possible
- A photometric study would be done to ensure lighting is appropriate; alleys to be lit by carriage lights in between the garages; with street lights on the interior and exterior streets; and landscape lighting

Mayor Dupper opened the public hearing.

Ed Bonadiman addressed the City Council, asked about how the requirement for park space and fire station within the Citrus Trails Master Plan and The Groves at Loma Linda Specific Plan was addressed. He also indicated that staff had addressed his concerns regarding the Regional Water Quality Plan and drainage.

No other comments were offered and the public hearing was closed.

Motion by Dailey, seconded by Jindal to determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which provides an exemption for residential projects located in a specific plan area where a public agency has already prepared an EIR and that project is undertaken pursuant in conformity with that plan; ratify the Certificate of Appropriateness for Precise Plan of Design No. P19-206; approve Tentative Tract Map No. P20-031 for Map 20327 to allow the creation of a single-lot condominium map for 57 residential units on a 4.4-acre lot based on the Findings contained in the Staff Report and subject to the Conditions of Approval; and approve Precise Plan of

Design No. P19-206, which includes the proposed architectural styles and design configuration of 57 condominium units to be located on the southwest corner of Park and Bryn Mawr Ave within The Groves at Loma Linda Specific Plan, based on the Findings contained in the Staff Report and subject to the original Mitigation Measures adopted on June 12, 2018 and added Conditions of Approval, along with the request to incorporate variety in color; the City Clerk called the roll and the motion carried unanimously.

Councilman Rigsby welcomed the Lewis Corporation, looked forward to having the project in the City of Loma Linda and working with them in the future.

CC-2020-42- Public Hearing – 213 residential units for lease (senior citizen housing) and a 4,200 sq.ft. retail building with 384 parking spaces on a 9-acre site located on the north side of Park Avenue, east of the Oaks Woodland Preserve and Bryn Mawr Avenue, west of California Street, in Planning Areas 2-3 and 2-4 within The Groves at Loma Linda Specific Plan and Citrus Trails Tract Map No. 18990, designated Special Plan Area “D”, zoned Planned Community, and intended for senior citizen housing (to be continued to July 28, 2020)

- a. Determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182;
- b. Ratify Certificate of Appropriateness for Precise Plan of Design No. P20-066; and
- c. Approve Precise Plan of Design No. P20-066, which includes the proposed architectural style and configuration of, based on the Findings contained in the Staff Report and subject to the original Mitigation Measures adopted on August 1, 2017 and added Conditions of Approval

Associate Planner Lorena Matarrita presented the staff report for the project located on the north side of Park Avenue, west of California. The applicant was Bob Coberly with Citrus 2020, LLC; David Miynarski, project manager. The proposal was for 213 residential units for lease and 4,200 sq.ft. retail building, with shared and private open space, 384 parking spaces, and various amenities on 9 acres intended for Senior Citizen Housing, located within the previously approved Citrus Trails Tract Map No. 18990 and Planning Areas 2-3 and 2-4 of the Groves at Loma Linda Specific Plan.

The existing setting:

- Consisted of 2 vacant lots, north side on Park Ave, west of California, east of Bryn Mawr
- General Plan: Special Planning Area “D”
- Zone: Planned Community
- Specific Plan: Formerly part of the Citrus Trails Master Plan, incorporated into The Groves at Loma Linda, Phase 2 Concept Area, Planning Area 2-3 and 2-4
- Designated Land Use in the SP: senior housing, up to 213 du/ac
- Surrounding area: lot to the west is Oak Woodlands Preserve, lot to east is a vacant site designated future mixed use, east north is Mission Elementary, directly north of project site is mobile home park, and south is Lennar 224 homes (Citrus Trails Tract).

On June 21, 2017 the Planning Commission approved Phase Two Concept Area for the Citrus Trails Master Plan Project and Tract Map No. 18990 and on Aug 1, 2017 the City Council ratified the project and adopted the associated Environmental Impact Report and Mitigation Monitoring Reporting Program.

In June 2018 the City Council and Planning Commission approved and adopted The Groves at Loma Linda Specific Plan (GSP). The Citrus Trails Master Plan was not repealed, but rather incorporated into the GSP as its own Phase Two Concept Area component. In the summer of 2019 Citrus 2020, LLC, began communicating with city staff and provided conceptual plans for a site located within the Phase Two Area.

In March 2020 the Applicant submitted a PPD application for review of architectural styles and configuration of the proposed 213 residential apartment units and amenities. The Historical Commission reviewed the architectural styles and made recommendations for elevations and approved ratification of Certificate of Appropriateness and approval of PPD project. The project went before the Administrative Review Committee in May 2020 to ensure the proposed design and configuration was consistent with the General Plan, the specific plans, zoning, and all applicable codes. On June 3, 2020 the Planning Commission public hearing and unanimously recommended approval.

Ms. Matarrita continued, reviewing renderings, elevation details, landscape plans, floor plans, fences and walls, site lighting and photometric, along with materials and colors.

The Environmental Impact Report (EIR) for Citrus Trails Master Plan and Tract Map No. 18990 was adopted and certified by Council on August 1, 2017. Reports such as traffic, cultural, noise, etc., were prepared and reviewed the impacts associated with the construction of a 213-unit project within the Tract and specific site. The proposal was previously analyzed through the adoption of the EIR. Staff determined the proposed project was in conformance with the Specific Plan's allowed land use and no new effects would result. Therefore, the submittal is exempt and no further environmental review is necessary.

The adopted mitigations for this specific site would continue to apply as well as the new conditions of approval for the PPD submittal. CEQA Guidelines Section 15182 states: "Where a public agency has prepared an EIR on a specific plan ... no EIR or negative declaration need be prepared for a residential project undertaken pursuant to and in conformity to that plan."

Applicant narrated a brief video of the Park 212 project.

In conclusion, she indicated that the Applicant made every effort possible to provide the most appropriate design and layout. The project complies with goals of General Plan, Citrus Trails Master Plan/approved Tract Map 18990, and the Groves at Loma Linda Specific Plan, and was compatible with existing and future uses in area. Conditions were in place to ensure appropriate compliance with mitigations and City standards and Findings were provided in support of the current proposal and approval.

Staff, Historical and Planning Commission recommend City Council determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which provides an exemption for residential projects located in a specific plan area where a public agency has already prepared an EIR and that project is undertaken pursuant in conformity with that plan; ratify the Certificate of Appropriateness for Precise Plan of Design (PPD) No. P20-066; and, approve PPD No. P20-066, for the proposed architectural designs and configuration of 213 residential units for senior living, with shared open-space, 384 parking spaces, and various amenities on a site located on the north side of Park Ave., within the Citrus Trails Master Plan, Tract Map 18990 and The Groves at Loma Linda Specific Plan, based on the Findings contained in the Staff Report and subject to the original mitigation measures adopted in 2017 and added Conditions of Approval.

In response to questions from the City Council, applicant indicated:

- Proposed lighting was low profile LED, pathway lighting, with up and down lighting and water features would be located within the project
- Solar power would be incorporated in the project
- Signage would be appropriate for visitors with way-finding signs
- The project was designed for active seniors, concern expressed that management continue to regulate the age restrictions; the owner was the management and have made a commitment to maintain the age restrictions and integrity of the project

- Active seniors are defined as those capable of caring for themselves
- Meeting rooms were incorporated in the project
- Parking was adequate for residents as well as guests; assigned parking for residents, based on unit size, convenient to unit; public parking available outside the project; required 213 spaces – one per unit, 384 were proposed
- Noted the lack of color
- The number of elevators exceeded the standard – 1 elevator for every 100 units – with 4 for 213 units; applicant was willing to look at the proposed location and number of elevators to minimize the path of travel for residents; currently was at approximately 150-foot path of travel. Applicant indicated they would work with staff to evaluate the placement of the elevators to minimize the length of path of travel
- The project was to contribute its fair share of park and open space, contribution towards a fire station
- Council Members complimented the project

Mayor Dupper opened the public hearing.

Mike Boyd, architect for the project addressed the City Council, indicating that the ratio of elevators was consistent with the market for active seniors. He thanked Council for their comments and suggestions.

Ed Bonadiman complimented the project and reiterated his earlier comments regarding the requirement for park space and fire station within the Citrus Trails Master Plan and The Groves at Loma Linda Specific Plan, as well as concerns regarding the Regional Water Quality Plan and drainage.

No other comments were offered and the public hearing was closed.

Motion by Rigby, seconded by Lenart to determine the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182, which provides an exemption for residential projects located in a specific plan area where a public agency has already prepared an EIR and that project is undertaken pursuant in conformity with that plan; ratify the Certificate of Appropriateness for Precise Plan of Design (PPD) No. P20-066; and, approve PPD No. P20-066, for the proposed architectural designs and configuration of 213 residential units for senior living, with shared open-space, 384 parking spaces, and various amenities on a site located on the north side of Park Ave., within the Citrus Trails Master Plan, Tract Map 18990 and The Groves at Loma Linda Specific Plan, based on the Findings contained in the Staff Report and subject to the original mitigation measures adopted in 2017 and added Conditions of Approval; the City Clerk called the roll and the motion carried with Dailey voting no.

The applicant thanked the City Council and staff.

CC-2020-43- Consent Calendar

Motion by Lenart and seconded by Rigby to approve the Consent Calendar; the City Clerk called the role and the Consent Calendar was approved unanimously.

The demands register dated:

- July 28, 2020 for fiscal year 2019-2020 with commercial demands totaling \$1,156,518.50;

- July 28, 2020 for fiscal year 2020-2021 with commercial demands totaling \$1,374,034.25 and payroll demands dated July 23, 2020 totaling \$328,774.50.

-

Approved an Amendment No 1 to the Amended and Restated CDBG Cooperation

Approved re-appropriation of \$10,000 of unspent General Funds from fiscal year 2019- 2020 to fiscal year 2020-2021 related to COVID-19 response and mitigation.

Approved an Agreement for Professional Services between the City of Loma Linda and Ganddini Group, Inc. to prepare a Transportation/Traffic Impact Analysis for the O'Reilly Auto Parts project at 25630 Redlands Blvd, within the East Valley Corridor Specific Plan's General Commercial Zone and Commercial Land Use Designation.

Adopted Resolution No. 3071 modifying wages, hours, and other terms and conditions of employment for the members of the Professional and Administrative Employees' Association, the Loma Linda Public Works Employees' Association, Fire Management, and the Unrepresented Employees.

RESOLUTION NO. 071

A Resolution of the City Council of the City of Loma Linda, California, modifying wages, hours and other terms and conditions of employment for the members of the Professional and Administrative Employees' Association, the Loma Linda Public Works Employees' Association, Fire Management, and the Unrepresented Employees

Declared revenue and re-appropriated expenditure in the amount of \$107,100 for updating of the City's Local Hazard Mitigation Plan (LHMP) and General Plan Safety Element.

Old Business

~~CC-2020-044~~ Report and discussion regarding status of environmental review of proposed Rancho Del Prado project off Reche Canyon Road in the South Hills area, within the Colton sphere of influence, including possible direction to staff regarding input into environmental review or potential annexation by Colton. (Note: this matter does not include discussion or review of any specific entitlement application at this time.) Area is approximately 203 acres located generally North of Scotch Lane in the South Hills area - APN's 0284-181-25 & 0284-221-17

Mayor Dupper noted the item was to be continued to August 11, 2020.

New Business

Reports Of Councilmen

Reports Of Officers

The meeting adjourned at 8:53 p.m.

Approved at the meeting of

City Clerk



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

Approved/Continued/Denied By City Council Date _____

CITY COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: Diana De Anda, Finance Director/City Treasurer
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: July 2020 Treasurer's Reports

RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
JULY 2020

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	2,559,237.76
Outstanding Checks as of month-end		(1,356,229.95)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	1,203,007.81
BANK OF AMERICA - PAYROLL	\$	9,581.86
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		346,424.43
Outstanding Checks as of month-end		(1,475.11)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	344,949.32
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		172,110.56
Outstanding Checks as of month-end		(510.00)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	171,600.56

DEMAND DEPOSIT ACCOUNTS - TOTAL **\$ 1,729,139.55**

INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)			
CITY	0.920%	\$ 39,301,696.68	
CITY - Former RDA Bond Proceeds	0.920%	2,487,734.44	
CITY -Total			41,789,431.12
SUCCESSOR RDA	0.920%		493,430.40
HOUSING AUTHORITY	0.920%		1,338,675.43
INVESTMENTS TOTALS			\$ 43,621,536.95

OTHER CASH

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00
OTHER CASH TOTAL	\$	1,850.00

CASH AND INVESTMENTS - GRAND TOTAL **45,352,526.50**

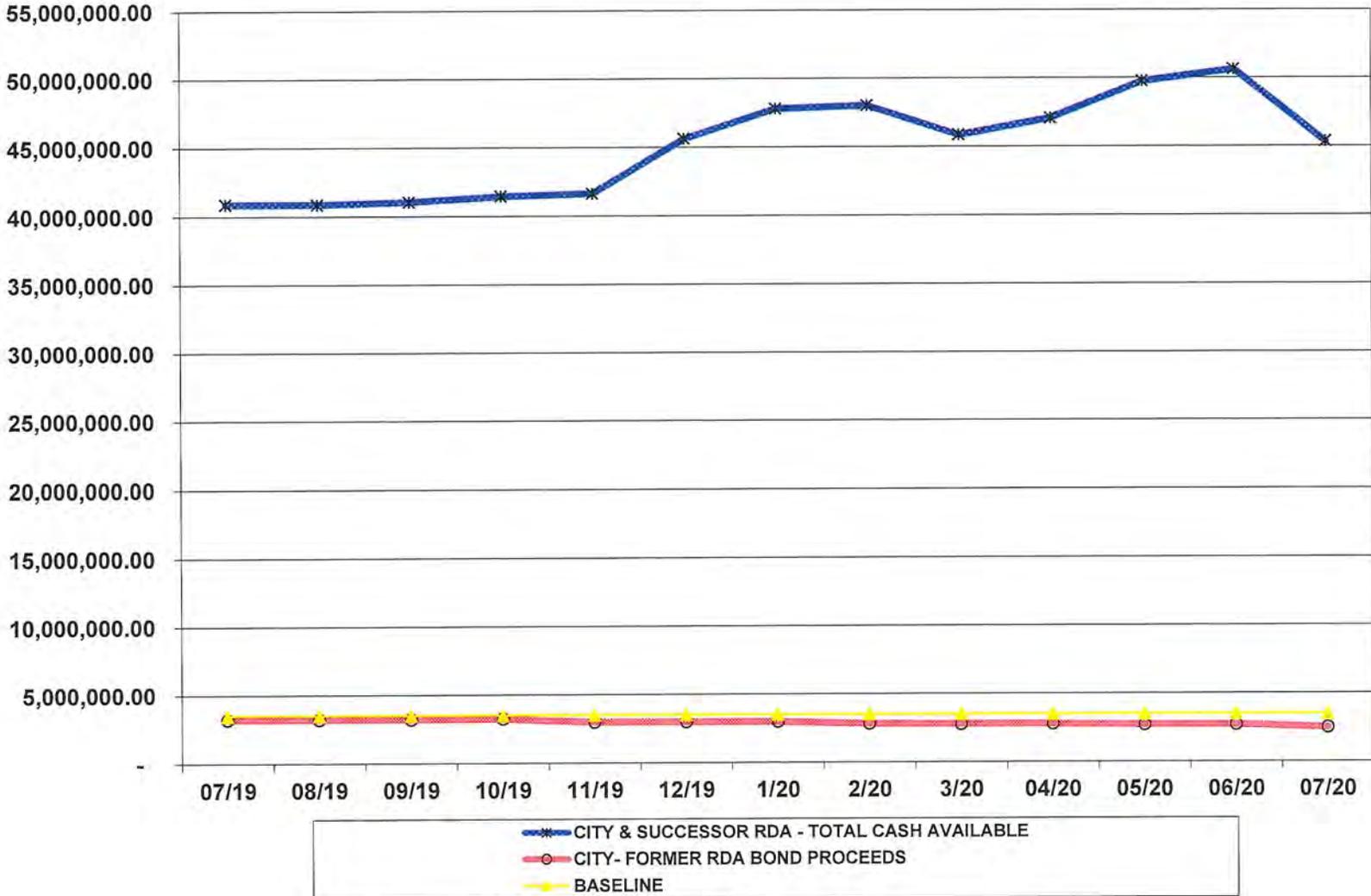
PREVIOUS MONTH 50,637,858.52

CHANGE +/-) \$ (5,285,332.02)

All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.


Treasurer

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 07/19-07/20





City of Loma Linda Official Report

Phill Dupper, Mayor
 Ronald Dailey, Mayor pro tempore
 Rhodes Rigsby, Councilman
 John Lenart, Councilman
 Bhavin Jindal, Councilman

COUNCIL AGENDA: September 8, 2020

Approved/Continued/Denied
 By City Council _____
 Date _____

TO: City Council
 VIA: T. Jarb Thaipejr, City Manager
 FROM: Dan Harker, Fire Chief *DH*
 SUBJECT: July 2020 Fire Department Activity Report

Operations Division:

The Fire Department’s Operations Division responded to 416 incidents in July 2020. Of the 416 incidents, 60 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	247	59.4%	1448	59.2%
Traffic Collision (TC)	10	2.4%	65	2.7%
MA + TC	257	61.8%	1513	61.9%
Hazardous Conditions	2	0.5%	22	10.9%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	21	5.0%	122	5.0%
Rescue	1	0.2%	17	0.7%
Structure Fire	2	0.5%	25	1.0%
Cooking	1	0.2%	4	0.2%
Vegetation Fire	9	2.2%	27	1.1%
Vehicle Fire	3	0.7%	14	0.6%
Refuse Fire	12	2.9%	27	1.1%
All Fires	27	6.5%	97	4.0%
Good Intent/Dispatched & Cancelled Enroute	91	21.9%	482	19.7%
Fire Alarm Activation*	17	4.1%	191	7.8%

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

Training Division Highlights:

- Pre-planning/familiarization tour of water dip site off of Whittier
- Classroom training multi-family dwellings fire attack, all crews

Public Relations/Education:

- Celebratory apparatus parade for Blossom Grove
- Participated in a 10 year old’s birthday celebration parade

SUBJECT: July 2020 Fire Department Activity Report Continued

Fire Prevention Division:

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

Construction Site Inspection	4
Fire Alarm System Test & Inspection (# of trips)	5
Fire Building Final Inspection	4
Fire Flow Test (Hydrant Testing)	1
Fire Sprinkler Final – Commercial	2
Fire Sprinkler Final – Residential	7
Fire Sprinkler Rough – Residential	6
Fire Underground – Inspection, test, flush	1
Knox Box Placement/Inspection	2
UL-300 Hood Inspections	1
Plan Check Review / Project Review (hours)	19
Solar PV Inspection	3
Smoke Alarm Check – Residential	4
Fire Code Research (hours)	12
Meetings	7
Training Classes (hours)	40
Annual Fire Inspections	8
Engine Company Follow-up: Field and Admin (Hours)	1
State Fire Marshal Title 19 Inspections: RCF's	3
Weed Abatement Administrative Time (hours)	1
Weed Abatement, Parcels Inspected	1



City of Loma Linda Official Report

Phill Dupper, Mayor
 Ronald Dailey, Mayor pro tempore
 Rhodes Rigsby, Councilman
 John Lenart, Councilman
 Bhavin Jindal, Councilman

COUNCIL AGENDA: September 8, 2020

Approved/Continued/Denied
 By City Council
 Date _____

TO: City Council
 VIA: T. Jarb Thaipejr, City Manager
 FROM: Dan Harker, Fire Chief *DH*
 SUBJECT: August 2020 Fire Department Activity Report

Operations Division:

The Fire Department's Operations Division responded to 351 incidents in August 2020. Of the 351 incidents, 49 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	226	64.4%	1674	59.9%
Traffic Collision (TC)	8	2.3%	73	2.6%
MA + TC	234	66.7%	1747	62.5%
Hazardous Conditions	7	2.0%	29	1.0%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	16	4.6%	138	4.9%
Rescue	1	0.3%	18	0.6%
Structure Fire	1	0.3%	26	0.9%
Cooking	2	0.6%	6	0.2%
Vegetation Fire	3	0.9%	30	1.1%
Vehicle Fire	1	0.3%	15	0.5%
Refuse Fire	4	1.1%	31	1.1%
All Fires	11	3.1%	108	3.9%
Good Intent/Dispatched & Cancelled Enroute	71	20.2%	553	19.8%
Fire Alarm Activation*	11	3.1%	202	7.2%

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

Training Division Highlights:

- First Due Pre-Planning software training
- Santa Ana College Fitness Course, A Shift

Public Relations/Education:

- Staff appreciation parade for Loma Linda University

SUBJECT: August 2020 Fire Department Activity Report Continued

Fire Prevention Division:

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

Construction Site Inspection	9
Fire Alarm System Test & Inspection (# of trips)	3
Fire Flow Test (Hydrant Testing)	1
Fire Sprinkler Final – Commercial	1
Fire Sprinkler Final – Residential	5
Fire Sprinkler Rough – Residential	9
Knox Box Placement/Inspection	3
UL-300 Hood Inspection	1
New Tenant Inspection	3
Plan Check Review / Project Review (hours)	16
Solar PV Inspection	5
Smoke Alarm Check – Residential	5
Fire Code Research (hours)	14
Meetings	13
Training Classes (hours)	40
Annual Fire Inspections	4
Engine Company Follow-up: Field and Admin (Hours)	1
Field Investigation/Alarm Responses	1
State Fire Marshal Title 19 Inspections: RCF's	4



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020

TO: City Council

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

SUBJECT: Award Contract for Waterline and Pavement Rehabilitation on Lawton Ave., Daisy Ave., Fern Ave., Tulip Ave., Aspen St., Orange Grove St., Richardson St., Acacia St., Hillcrest St., Richmont Rd. and Poplar St. (CIP 20-199)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award contracts in an amount of \$1,210,957.00 to TK Construction of San Bernardino, CA for the subject construction; \$9,402.00 to Hilltop Geotechnical for materials testing; and approve a contingency amount of \$121,000.00 (±10%). City staff will provide inspection and project management.

BACKGROUND:

This project is included in the approved Capital Improvement Program listed in the annual budget. Generally, this is waterline installation and pavement rehabilitation on portions of Lawton Ave., Daisy Ave., Fern Ave., Tulip Ave., Aspen St., Orange Grove St., Richardson St., Acacia St., Hillcrest St., Richmont Rd. and Poplar St. which will extend the useful pavement life 7-10 years.

ANALYSIS:

Twelve (12) bids were received and publicly opened on September 1, 2020. Bids ranged from a low of \$1,210,957.00 to a high of \$2,238,565.00 (see attached bid summary). The low bidder, TK Construction of San Bernardino, has been checked for references and licenses. This contractor has performed similar acceptable work for the City. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Additionally, this is a very favorable bid, therefore, staff recommends an allocation of ±10% of the construction amount (\$121,000.00) for a contingency allocation.

FINANCIAL IMPACT:

Funding is available in Account Nos. 07-7300-8500, 65-7010-8500, 38-7200-8500 and 45-2400-8500.

City of Loma Linda

Waterline / Pavement Rehab. at Lawton, Daisy, Fern, Tulip, Aspen, Orange Grove, Richardson, Acacia, Hillcrest, Richmond and Poplar St.

Bid Opening September 1, 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		TK Construction, Inc.		MCC Equipment	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization & Traffic Control	L.S.	1	\$60,000.00	\$60,000.00	\$13,500.00	\$13,500.00	\$37,000.00	\$37,000.00
2	Pothole Utilities	L.S.	1	\$10,000.00	\$10,000.00	\$22,300.00	\$22,300.00	\$11,400.00	\$11,400.00
3	8" Ductile Iron Pipe	L.F.	5,400	\$100.00	\$540,000.00	\$70.00	\$378,000.00	\$74.00	\$399,600.00
4	8" Flanged Gate Valve	EA.	21	\$2,500.00	\$52,500.00	\$1,300.00	\$27,300.00	\$1,750.00	\$36,750.00
5	12" Ductile Iron Pipe	L.F.	560	\$120.00	\$67,200.00	\$135.00	\$75,600.00	\$83.00	\$46,480.00
6	12" Flanged Gate Valve	EA.	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$3,300.00	\$9,900.00
7	Install 1" water service	EA.	74	\$1,500.00	\$111,000.00	\$1,133.00	\$83,842.00	\$1,150.00	\$85,100.00
8	Install new Fire Hydrant	EA.	13	\$6,800.00	\$88,400.00	\$7,300.00	\$94,900.00	\$7,200.00	\$93,600.00
9	Install 1" water lateral to sample Sta.	EA.	1	\$1,300.00	\$1,300.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00
10	Install 3" water lat. to Ext. back flow	EA.	1	\$5,000.00	\$5,000.00	\$10,133.00	\$10,133.00	\$13,100.00	\$13,100.00
11	Install 8"x 6" reducer	EA.	1	\$500.00	\$500.00	\$500.00	\$500.00	\$180.00	\$180.00
12	Install 12"x 8" reducer	EA.	1	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$300.00	\$300.00
13	Install 12"x 6" reducer	EA.	1	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$250.00	\$250.00
14	Install 1" Air - Vac.	EA.	1	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$4,400.00	\$4,400.00
15	Relocate existing water meter	EA.	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
16	Field Test	L.S.	1	\$6,000.00	\$6,000.00	\$4,200.00	\$4,200.00	\$5,800.00	\$5,800.00
17	Disinfect Pipeline	L.S.	1	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$6,700.00	\$6,700.00
18	Abandon existing pipe, valve, FH	L.S.	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,400.00	\$4,400.00
19	Install 1" water service at Barton Rd.	EA.	15	\$2,000.00	\$30,000.00	\$1,200.00	\$18,000.00	\$1,990.00	\$29,850.00
20	ARHM	Ton	3,150	\$115.00	\$362,250.00	\$102.00	\$321,300.00	\$105.72	\$333,018.00
21	Cold Milling, 0.1' thick	S.Y.	40,610	\$2.00	\$81,220.00	\$2.00	\$81,220.00	\$1.95	\$79,189.50
22	Adjust M.H. to grade	EA.	45	\$600.00	\$27,000.00	\$500.00	\$22,500.00	\$750.00	\$33,750.00
23	Adjust Water valve to grade	EA.	49	\$200.00	\$9,800.00	\$170.00	\$8,330.00	\$350.00	\$17,150.00
24	STOP / Stop bar pavement marker	EA.	18	\$450.00	\$8,100.00	\$265.00	\$4,770.00	\$310.00	\$5,580.00
25	Install stop sign on ext. street sign	EA.	7	\$200.00	\$1,400.00	\$286.00	\$2,002.00	\$375.00	\$2,625.00
26	Remove and replace 8" curb, gutter	L.F.	165	\$65.00	\$10,725.00	\$84.00	\$13,860.00	\$50.00	\$8,250.00
TOTAL					\$1,499,895.00		\$1,210,957.00		\$1,270,372.50

City of Loma Linda

Bid Opening September 1, 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	EI-Co Contractors		ACE		Borden Excavating Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization & Traffic Control	L.S.	1	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$9,435.00	\$9,435.00
2	Pothole Utilities	L.S.	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
3	8" Ductile Iron Pipe	L.F.	5,400	\$80.00	\$432,000.00	\$87.00	\$469,800.00	\$85.00	\$459,000.00
4	8" Flanged Gate Valve	EA.	21	\$1,460.00	\$30,660.00	\$1,250.00	\$26,250.00	\$2,400.00	\$50,400.00
5	12" Ductile Iron Pipe	L.F.	560	\$140.00	\$78,400.00	\$120.00	\$67,200.00	\$100.00	\$56,000.00
6	12" Flanged Gate Valve	EA.	3	\$2,660.00	\$7,980.00	\$2,400.00	\$7,200.00	\$9,000.00	\$27,000.00
7	Install 1" water service	EA.	74	\$1,500.00	\$111,000.00	\$1,200.00	\$88,800.00	\$2,000.00	\$148,000.00
8	Install new Fire Hydrant	EA.	13	\$5,665.00	\$73,645.00	\$6,500.00	\$84,500.00	\$8,500.00	\$110,500.00
9	Install 1" water lateral to sample Sta.	EA.	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,300.00	\$2,300.00
10	Install 3" water lat. to Ext. back flow	EA.	1	\$8,500.00	\$8,500.00	\$8,300.00	\$8,300.00	\$11,000.00	\$11,000.00
11	Install 8"x 6" reducer	EA.	1	\$240.00	\$240.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
12	Install 12"x 8" reducer	EA.	1	\$580.00	\$580.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
13	Install 12"x 6" reducer	EA.	1	\$562.00	\$562.00	\$530.00	\$530.00	\$1,000.00	\$1,000.00
14	Install 1" Air - Vac.	EA.	1	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
15	Relocate existing water meter	EA.	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00
16	Field Test	L.S.	1	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
17	Disinfect Pipeline	L.S.	1	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00
18	Abandon existing pipe, valve, FH	L.S.	1	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
19	Install 1" water service at Barton Rd.	EA.	15	\$3,200.00	\$48,000.00	\$1,700.00	\$25,500.00	\$2,000.00	\$30,000.00
20	ARHM	Ton	3,150	\$113.00	\$355,950.00	\$105.00	\$330,750.00	\$100.00	\$315,000.00
21	Cold Milling, 0.1' thick	S.Y.	40,610	\$2.70	\$109,647.00	\$1.80	\$73,098.00	\$1.80	\$73,098.00
22	Adjust M.H. to grade	EA.	45	\$100.00	\$4,500.00	\$600.00	\$27,000.00	\$650.00	\$29,250.00
23	Adjust Water valve to grade	EA.	49	\$25.00	\$1,225.00	\$375.00	\$18,375.00	\$200.00	\$9,800.00
24	STOP / Stop bar pavement marker	EA.	18	\$330.00	\$5,940.00	\$260.00	\$4,680.00	\$200.00	\$3,600.00
25	Install stop sign on ext. street sign	EA.	7	\$150.00	\$1,050.00	\$280.00	\$1,960.00	\$100.00	\$700.00
26	Remove and replace 8" curb, gutter	L.F.	165	\$127.00	\$20,955.00	\$55.00	\$9,075.00	\$100.00	\$16,500.00
TOTAL					\$1,371,534.00		\$1,377,168.00		\$1,385,583.00

City of Loma Linda

Bid Opening September 1, 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	T.E. Roberts		TryCo Gen. Eng.		Weka Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization & Traffic Control	L.S.	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$74,969.00	\$74,969.00
2	Pothole Utilities	L.S.	1	\$42,000.00	\$42,000.00	\$7,000.00	\$7,000.00	\$39,600.00	\$39,600.00
3	8" Ductile Iron Pipe	L.F.	5,400	\$87.00	\$469,800.00	\$110.00	\$594,000.00	\$110.00	\$594,000.00
4	8" Flanged Gate Valve	EA.	21	\$1,800.00	\$37,800.00	\$1,300.00	\$27,300.00	\$1,750.00	\$36,750.00
5	12" Ductile Iron Pipe	L.F.	560	\$151.00	\$84,560.00	\$130.00	\$72,800.00	\$130.00	\$72,800.00
6	12" Flanged Gate Valve	EA.	3	\$3,100.00	\$9,300.00	\$2,280.00	\$6,840.00	\$3,000.00	\$9,000.00
7	Install 1" water service	EA.	74	\$1,800.00	\$133,200.00	\$2,680.00	\$198,320.00	\$1,800.00	\$133,200.00
8	Install new Fire Hydrant	EA.	13	\$9,700.00	\$126,100.00	\$6,600.00	\$85,800.00	\$7,300.00	\$94,900.00
9	Install 1" water lateral to sample Sta.	EA.	1	\$2,600.00	\$2,600.00	\$2,800.00	\$2,800.00	\$1,700.00	\$1,700.00
10	Install 3" water lat. to Ext. back flow	EA.	1	\$7,400.00	\$7,400.00	\$4,400.00	\$4,400.00	\$7,500.00	\$7,500.00
11	Install 8"x 6" reducer	EA.	1	\$725.00	\$725.00	\$680.00	\$680.00	\$425.00	\$425.00
12	Install 12"x 8" reducer	EA.	1	\$760.00	\$760.00	\$800.00	\$800.00	\$800.00	\$800.00
13	Install 12"x 6" reducer	EA.	1	\$805.00	\$805.00	\$800.00	\$800.00	\$1,399.00	\$1,399.00
14	Install 1" Air - Vac.	EA.	1	\$6,300.00	\$6,300.00	\$2,680.00	\$2,680.00	\$4,000.00	\$4,000.00
15	Relocate existing water meter	EA.	2	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00	\$350.00	\$700.00
16	Field Test	L.S.	1	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$5,960.00	\$5,960.00
17	Disinfect Pipeline	L.S.	1	\$5,300.00	\$5,300.00	\$3,000.00	\$3,000.00	\$5,960.00	\$5,960.00
18	Abandon existing pipe, valve, FH	L.S.	1	\$16,800.00	\$16,800.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
19	Install 1" water service at Barton Rd.	EA.	15	\$2,200.00	\$33,000.00	\$3,200.00	\$48,000.00	\$2,500.00	\$37,500.00
20	ARHM	Ton	3,150	\$120.00	\$378,000.00	\$99.00	\$311,850.00	\$93.00	\$292,950.00
21	Cold Milling, 0.1' thick	S.Y.	40,610	\$2.10	\$85,281.00	\$1.80	\$73,098.00	\$2.00	\$81,220.00
22	Adjust M.H. to grade	EA.	45	\$950.00	\$42,750.00	\$700.00	\$31,500.00	\$460.00	\$20,700.00
23	Adjust Water valve to grade	EA.	49	\$460.00	\$22,540.00	\$90.00	\$4,410.00	\$200.00	\$9,800.00
24	STOP / Stop bar pavement marker	EA.	18	\$410.00	\$7,380.00	\$200.00	\$3,600.00	\$290.00	\$5,220.00
25	Install stop sign on ext. street sign	EA.	7	\$340.00	\$2,380.00	\$120.00	\$840.00	\$300.00	\$2,100.00
26	Remove and replace 8" curb, gutter	L.F.	165	\$49.00	\$8,085.00	\$68.00	\$11,220.00	\$100.00	\$16,500.00
TOTAL					\$1,555,166.00		\$1,561,738.00		\$1,569,653.00

City of Loma Linda

Bid Opening September 1, 2020

ITEM	DESCRIPTION	UNIT	QUANTITY	CP Construction Co.		AID Builders Inc		Ferreira	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization & Traffic Control	L.S.	1	\$35,000.00	\$35,000.00	\$150,000.00	\$150,000.00	\$37,000.00	\$37,000.00
2	Pothole Utilities	L.S.	1	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$30,200.00	\$30,200.00
3	8" Ductile Iron Pipe	L.F.	5,400	\$93.50	\$504,900.00	\$70.00	\$378,000.00	\$137.00	\$739,800.00
4	8" Flanged Gate Valve	EA.	21	\$2,950.00	\$61,950.00	\$3,500.00	\$73,500.00	\$2,280.00	\$47,880.00
5	12" Ductile Iron Pipe	L.F.	560	\$99.00	\$55,440.00	\$100.00	\$56,000.00	\$165.00	\$92,400.00
6	12" Flanged Gate Valve	EA.	3	\$5,750.00	\$17,250.00	\$4,900.00	\$14,700.00	\$3,840.00	\$11,520.00
7	Install 1" water service	EA.	74	\$1,650.00	\$122,100.00	\$1,490.00	\$110,260.00	\$3,060.00	\$226,440.00
8	Install new Fire Hydrant	EA.	13	\$9,450.00	\$122,850.00	\$5,800.00	\$75,400.00	\$11,200.00	\$145,600.00
9	Install 1" water lateral to sample Sta.	EA.	1	\$4,150.00	\$4,150.00	\$5,000.00	\$5,000.00	\$3,190.00	\$3,190.00
10	Install 3" water lat. to Ext. back flow	EA.	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$26,100.00	\$26,100.00
11	Install 8"x 6" reducer	EA.	1	\$850.00	\$850.00	\$1,800.00	\$1,800.00	\$162.00	\$162.00
12	Install 12"x 8" reducer	EA.	1	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$290.00	\$290.00
13	Install 12"x 6" reducer	EA.	1	\$950.00	\$950.00	\$3,000.00	\$3,000.00	\$260.00	\$260.00
14	Install 1" Air - Vac.	EA.	1	\$4,950.00	\$4,950.00	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00
15	Relocate existing water meter	EA.	2	\$3,500.00	\$7,000.00	\$4,250.00	\$8,500.00	\$4,800.00	\$9,600.00
16	Field Test	L.S.	1	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$11,800.00	\$11,800.00
17	Disinfect Pipeline	L.S.	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$19,500.00	\$19,500.00
18	Abandon existing pipe, valve, FH	L.S.	1	\$9,500.00	\$9,500.00	\$12,000.00	\$12,000.00	\$32,000.00	\$32,000.00
19	Install 1" water service at Barton Rd.	EA.	15	\$7,500.00	\$112,500.00	\$3,000.00	\$45,000.00	\$5,000.00	\$75,000.00
20	ARHM	Ton	3,150	\$115.00	\$362,250.00	\$97.00	\$305,550.00	\$110.00	\$346,500.00
21	Cold Milling, 0.1' thick	S.Y.	40,610	\$2.10	\$85,281.00	\$5.60	\$227,416.00	\$2.00	\$81,220.00
22	Adjust M.H. to grade	EA.	45	\$865.00	\$38,925.00	\$1,000.00	\$45,000.00	\$830.00	\$37,350.00
23	Adjust Water valve to grade	EA.	49	\$375.00	\$18,375.00	\$950.00	\$46,550.00	\$305.00	\$14,945.00
24	STOP / Stop bar pavement marker	EA.	18	\$230.00	\$4,140.00	\$200.00	\$3,600.00	\$300.00	\$5,400.00
25	Install stop sign on ext. street sign	EA.	7	\$115.00	\$805.00	\$300.00	\$2,100.00	\$560.00	\$3,920.00
26	Remove and replace 8" curb, gutter	L.F.	165	\$49.50	\$8,167.50	\$65.00	\$10,725.00	\$108.00	\$17,820.00
TOTAL					\$1,607,283.50		\$1,644,601.00		\$2,022,697.00

City of Loma Linda

Bid Opening September 1, 2020

				Christensen Bros.	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization & Traffic Control	L.S.	1	\$149,000.00	\$149,000.00
2	Pothole Utilities	L.S.	1	\$42,000.00	\$42,000.00
3	8" Ductile Iron Pipe	L.F.	5,400	\$170.00	\$918,000.00
4	8" Flanged Gate Valve	EA.	21	\$1,330.00	\$27,930.00
5	12" Ductile Iron Pipe	L.F.	560	\$180.00	\$100,800.00
6	12" Flanged Gate Valve	EA.	3	\$3,700.00	\$11,100.00
7	Install 1" water service	EA.	74	\$2,300.00	\$170,200.00
8	Install new Fire Hydrant	EA.	13	\$9,700.00	\$126,100.00
9	Install 1" water lateral to sample Sta.	EA.	1	\$3,000.00	\$3,000.00
10	Install 3" water lat. to Ext. back flow	EA.	1	\$6,500.00	\$6,500.00
11	Install 8"x 6" reducer	EA.	1	\$580.00	\$580.00
12	Install 12"x 8" reducer	EA.	1	\$700.00	\$700.00
13	Install 12"x 6" reducer	EA.	1	\$670.00	\$670.00
14	Install 1" Air - Vac.	EA.	1	\$4,200.00	\$4,200.00
15	Relocate existing water meter	EA.	2	\$1,030.00	\$2,060.00
16	Field Test	L.S.	1	\$3,200.00	\$3,200.00
17	Disinfect Pipeline	L.S.	1	\$8,300.00	\$8,300.00
18	Abandon existing pipe, valve, FH	L.S.	1	\$22,000.00	\$22,000.00
19	Install 1" water service at Barton Rd.	EA.	15	\$6,000.00	\$90,000.00
20	ARHM	Ton	3,150	\$108.00	\$340,200.00
21	Cold Milling, 0.1' thick	S.Y.	40,610	\$4.00	\$162,440.00
22	Adjust M.H. to grade	EA.	45	\$650.00	\$29,250.00
23	Adjust Water valve to grade	EA.	49	\$145.00	\$7,105.00
24	STOP / Stop bar pavement marker	EA.	18	\$290.00	\$5,220.00
25	Install stop sign on ext. street sign	EA.	7	\$390.00	\$2,730.00
26	Remove and replace 8" curb, gutter	L.F.	165	\$32.00	\$5,280.00
TOTAL					<u>\$2,238,565.00</u>



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director
SUBJECT: Award Contract to Fabricate Art in Public Place (CIP 19-740)

Approved/Continued/Denied
By City Council
Date _____

TJT

RECOMMENDATION

It is recommended that the City Council award a contract in the amount of \$11,905.00 to A & I Reprographics of Ontario, CA for the subject construction and approve a contingency amount of \$1,000.00 (±10%).

BACKGROUND

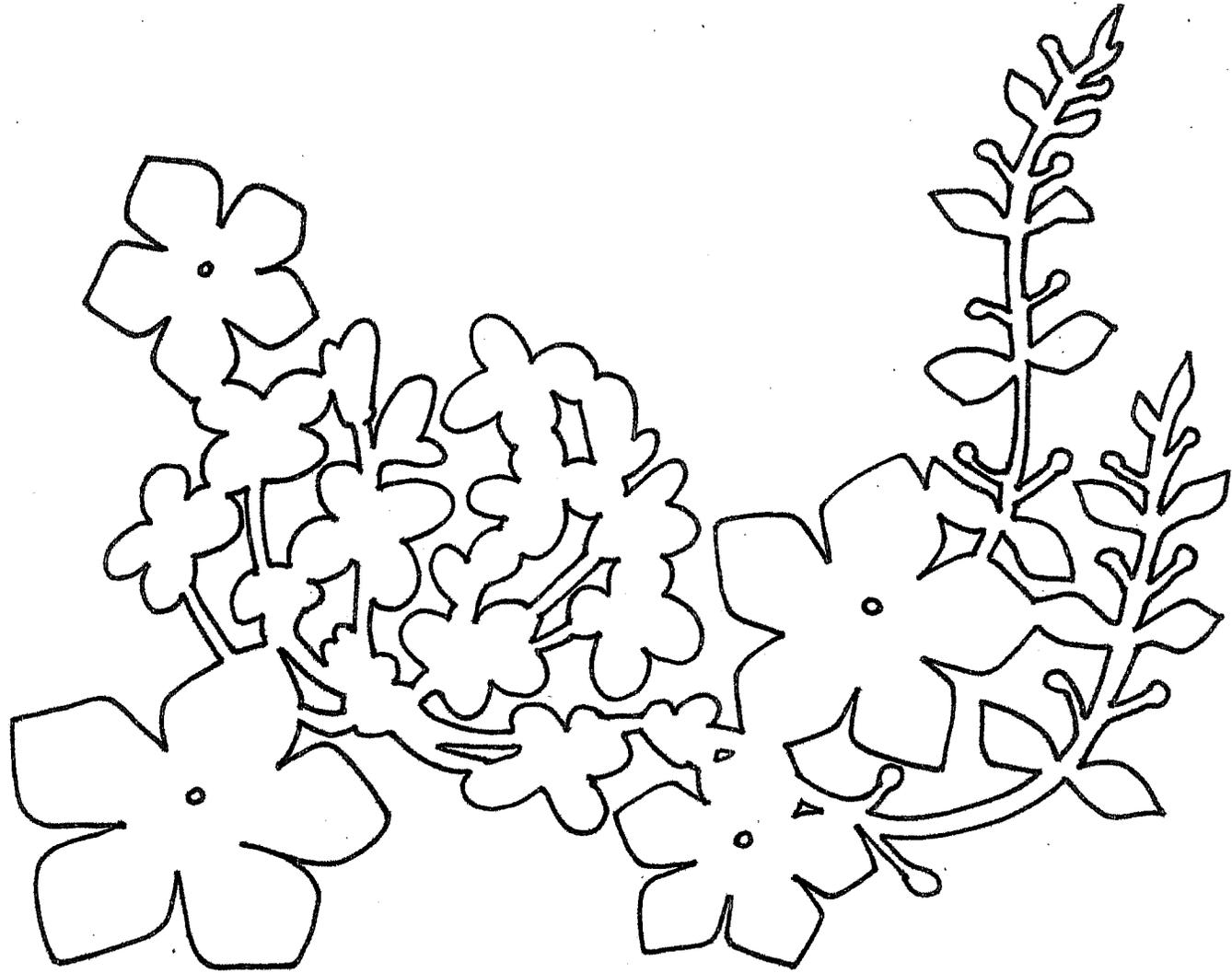
City staff contacted a local artist for art designs to be installed in public places. The artist has provided silhouette designs for the City to fabricate and install. We currently have silhouettes decorating several fence panels on Mountain View Avenue at Cottonwood Park and Mayberry Street at Barton Road leading to Veteran’s Memorial Park. This phase will be installed on the fence at the SCE easement trail.

ANALYSIS

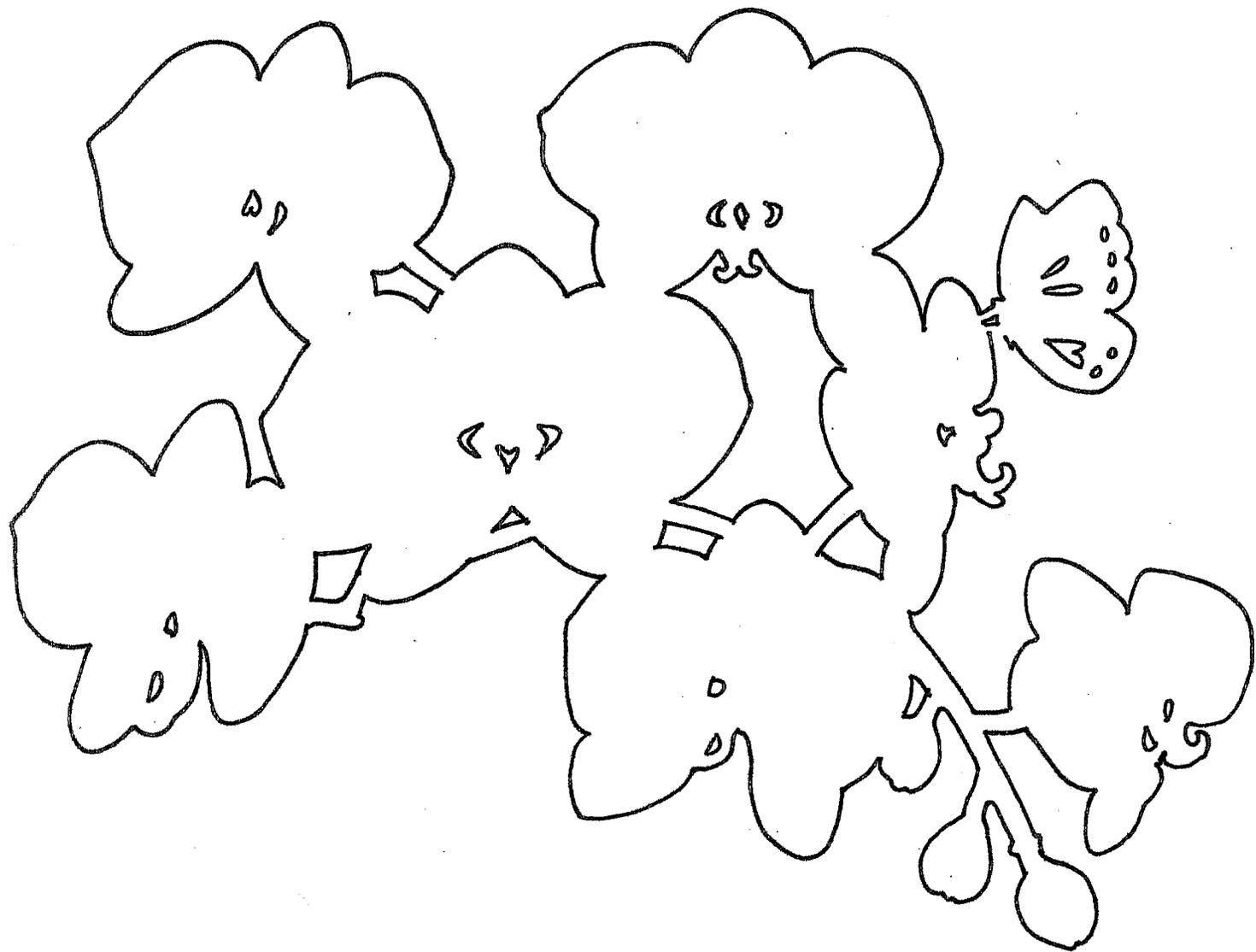
Staff researched and a local vendor who is able to replicate the designs out of a PVC material. The silhouettes range in size from 3’ X 2.5’ to 7’ X 2.5’. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$1,000 for such circumstances.

FINANCIAL IMPACT

Funding is available in Account No. 23-2400-8500



⑤
2.5' x 3'



(S)₂
2.5' x 3'



⑤ 3

2.5' x 3'



(M) 1

2.5' x 4.2'



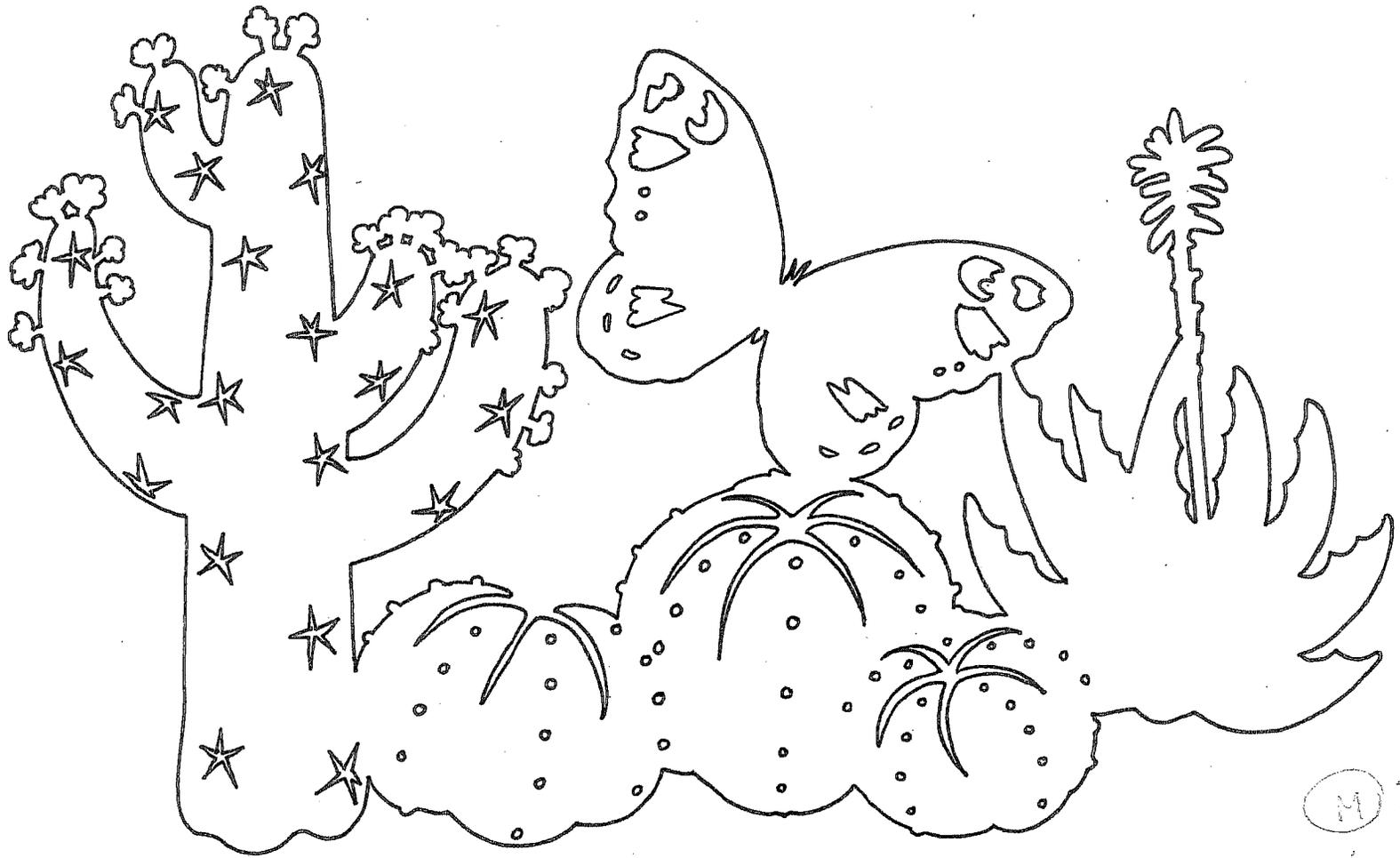
M 3

25' x 4.8'



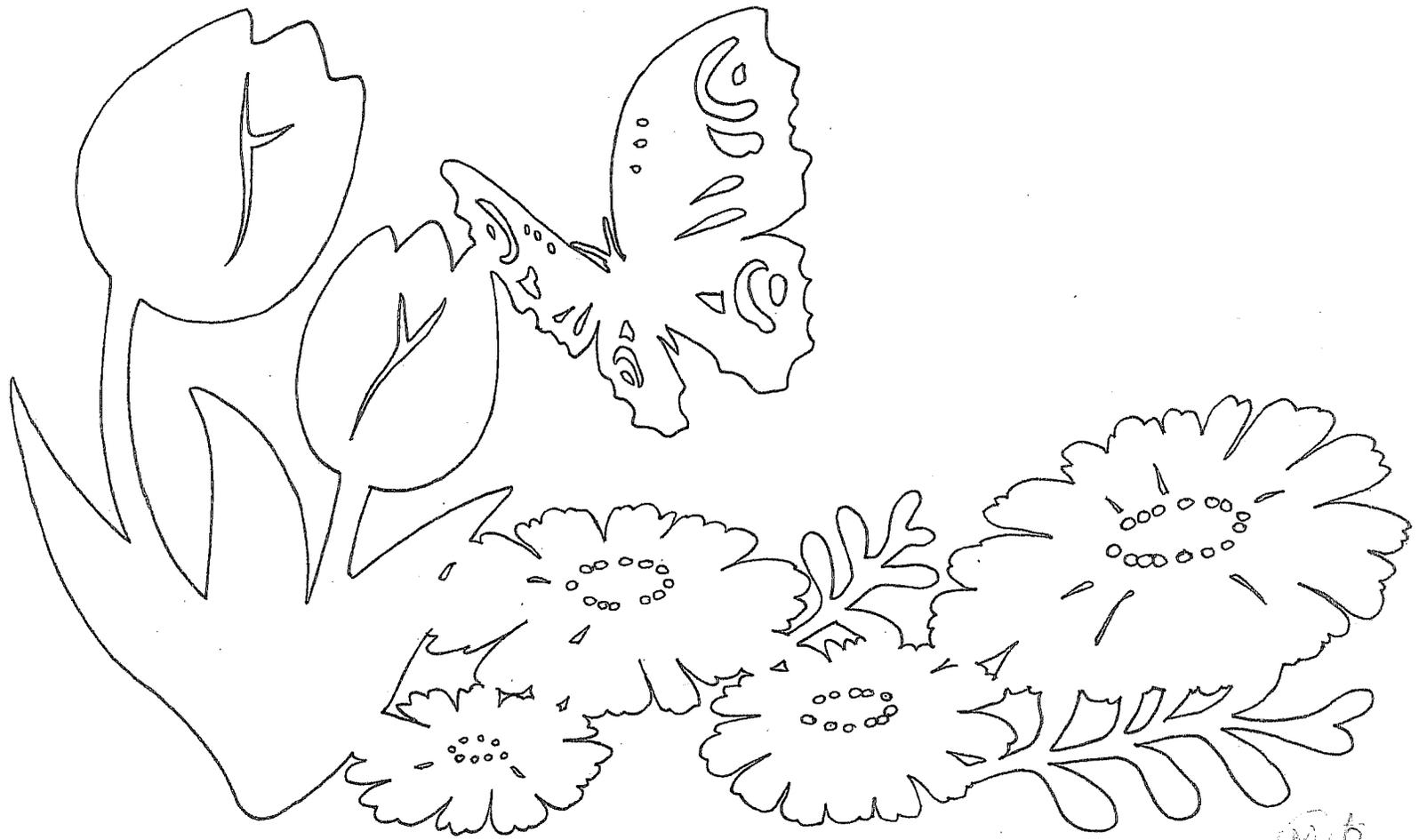
(M) 4

2.5' x 4.8'



M 5

2.5' x 4'



(M) 6
3.5' x 4.2'



① M 7

2.5' x 4'



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director 
SUBJECT: Approve the Notice of Completion Construction of Storm Drain Improvements, San Marcos Dr. & San Lucas Dr. (CIP 19-411)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On January 14, 2020, City Council awarded the contract to TE Roberts Inc. for storm drain improvements on San Marcos Drive and on San Lucas Drive for \$138,250 with an approved contingency of \$14,000. The contractor performed professionally and completed the work satisfactory. The final project cost was \$138,725. The additional cost was for additional labor services for service connection. It was within the approved contingency amount.

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

FINANCIAL IMPACT

Funding for this project is available in 09-5350-8500.

I:\Public Works Admin\Staff Reports\Notice of Completion\Storm Drain San Marcos 09-08-20.pdf.doc

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# N/A

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was COMPLETED June 30, 2020
8. The work of improvement completed is described as follows: Construction of Storm Drain Improvements at San Marcos Dr. and San Lucas Dr. (CIP 19-411)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is TE Roberts, Inc. 306 W. Katella Ave., Unit B, Orange, CA 92867
10. The street address of said property is San Marcos Dr. and San Lucas Dr.
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 Storm Drain Improvements at San Marcos Dr. and San Lucas Dr. (CIP 19-411)

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

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

COUNCIL AGENDA: September 8, 2020

TO: City Council

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

SUBJECT: Appropriate \$36,700 from Capital Projects SA Bond Proceeds and Approve the Notice of Completion for the Construction of ADA Access Ramps at Various Locations (CIP 20-196).

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approved an appropriation of \$36,700 from the Capital Projects SA Bond Proceeds expenditure account, available from other project savings, and accept this project as substantially complete and authorize the City Clerk to file the Notice of Completion.

BACKGROUND

On July 14, 2020, City Council awarded the contract to S & H Civilworks of Colton for ADA Ramp Installation for \$113,500 with an approved contingency of \$11,000. The contractor completed the work satisfactory. The final project cost was \$161,147.50. The additional cost to the project was the result of installing truncate domes to existing ADA ramps, adding additional locations, required asphalt replacement and adjustment to utility boxes on Redlands Blvd.

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

Appropriate \$36,700 from the Capital Projects SA Bond Proceeds expenditure account, 45-2400-8500, and Fund this project from 45-2400-8500 (\$48,528.50) and 32-5400-8500 (\$112,619.00), Community Development Block Grant (CDBG).

I:\Public Works Admin\Staff Reports\Notice of Completion\ADA Ramps 09-08-20.doc

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# N/A

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was COMPLETED August 17, 2020

8. The work of improvement completed is described as follows: Construction of ADA Access Ramps at Various Locations (CIP 20-196)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is S & H Civic Works, 1801 Hilltop Dr., Colton, CA 92324

10. The street address of said property is Various city locations

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 ADA Access Ramps at Various Locations (CIP 20-196)

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

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: September 8, 2020

TO: City Council

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

SUBJECT: Re-appropriate \$1,037,000 from Fiscal Year 2019-20 to Fiscal Year 2020-21 for Water System Improvements on Mountain View Avenue (CIP 20-655)

RECOMMENDATION

It is recommended that the City Council re-appropriate \$1,037,000 of unspent encumbered funds from Fiscal Year 2019-20 to Fiscal Year 2020-21 for the Water System Improvements on Mountain View Avenue.

BACKGROUND

On January 14, 2020, City Council approved an agreement with Inland Valley Development Agency for the Water System Improvements on Mountain View Avenue. The City of Loma Linda owns and maintains a 20" waterline within the limits of the Redlands Passengers Rail Project (RPRP) area along Mountain View Avenue in the SBCTA railroad right-of-way. This existing waterline is required to be relocated and/or adjusted in order to accommodate the RPRP. The City will relocate the 20" waterline to avoid a conflict during construction, as well as, the City will install a parallel 20" waterline for future use.

ANALYSIS:

The IVDA is performing all work as agreed under the contract. The City of Loma Linda is reimbursing IVDA for the actual cost of the construction. Progress is being made in the construction, but the project was not completed in Fiscal Year 2019-20.

FINANCIAL IMPACT:

Re-appropriate \$1,037,000 from Fiscal Year 2019-20 to Fiscal Year 2020-21 into expenditure account 38-7200-8500.

I:\Public Works Admin\Staff Reports\Reappropriate Funds Water System Imp on Mt View Ave CIP 20-655.doc



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020

TO: City Council

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

SUBJECT: Council Bill #R-2020-31 - Adopting Five-Year Capital Project Needs Analysis, Fiscal Years 2021/2022 through 2025/2026.

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2020-31, approving the five-year Capital Project Needs Analysis (CPNA) as required by the Measure I Strategic Plan.

BACKGROUND

San Bernardino County Transportation Authority (SBCTA) administers Measure I funding for the State. In order to maintain current project status each agency must submit certain periodic documents. Among those is the CPNA. This information is needed to support decisions made by SBCTA concerning project funding. SBCTA focuses their efforts on projects of regional significance. The Strategic Plan provides a set of policies to govern the use of Measure I funds.

ANALYSIS

SBCTA requires each agency to submit two (2) specific documents under the Measure I Strategic Plan. The documents are: 1) CPNA for FY 2021/22 through 2025/26; and 2) Signed copy of Resolution adopting CPNA. City Council may change the Measure I Plan at any time to re-prioritize projects; however, matching funds must be identified and committed.

FINANCIAL IMPACT

There is no fiscal impact as projects are not required to be constructed. This projection allows for funding opportunities. Any future required matching funds must be earmarked.

Attachment: CPNA and Resolution

Capital Project Needs Analysis

Agency: Loma Linda
 Program: Valley Arterial Sub-Program
 Project Name: Intersection Improvements at Mound St and Anderson St
 Agency Project Name: Traffic Control Improvements at the intersection of Anderson Street and Mound Street
 Agency reported Total Project Cost: \$500,000
 Escalation Factor: %

Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 61.20% | Dev. Share: 38.80%

		Funding	Prior	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Future	Total
Nexus Total Project Cost (All phases): 1,000,000	PA&ED	DEV FEE	0	194,000	0	0	0	0	0	194,000
		MI ART	0	306,000	0	0	0	0	0	306,000
		Total	0	500,000	0	0	0	0	0	500,000
Total Presented Funding (Prior - FY25/26): 500,000	PS&E	Total								0
Total Measure I Request (Prior - FY25/26): 306,000	ROW	Total								0
	CONST	Total								0
Total			0	500,000	0	0	0	0	0	500,000

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 20/21 expenses.

Project Comments: Project Comments

Last Update: 8/26/2020 4:49:44 PM

Capital Project Needs Analysis

Agency: Loma Linda
 Program: Valley Arterial Sub-Program
 Project Name: Install a traffic signal at Barton Rd & Benton St (to be added)
 Agency Project Name: Barton Rd and Benton St Signal Modification
 Agency reported Total Project Cost:
 Escalation Factor: %

Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 61.20% | Dev. Share: 38.80%

		Funding	Prior	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Future	Total
Nexus Total Project Cost (All phases):	PA&ED	Total								
Total Presented Funding (Prior - FY25/26):	PS&E	Total								0
	ROW	Total								0
	CONST	ATP	0	140,800	0	0	0	0	0	140,800
		DEV FEE	0	89,200	0	0	0	0	0	89,200
		Total	0	230,000	0	0	0	0	0	230,000
Total			0	230,000	0	0	0	0	0	230,000

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 20/21 expenses.

Project Comments: Project Comments

Last Update: 8/26/2020 4:51:09 PM

Capital Project Needs Analysis

Agency: Loma Linda
 Program: Valley Arterial Sub-Program
 Project Name: Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes
 Agency Project Name: Phase: Widen California St. from Redlands Blvd. to Park Ave.
 Agency reported Total Project Cost: \$4,206,000
 Escalation Factor: %

Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 61.20% | Dev. Share: 38.80%

		Funding	Prior	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Future	Total
Nexus Total Project Cost (All phases): 4,100,000	PA&ED	DEV FEE	87,000	3,880	0	0	0	0	0	90,880
		MI ART	137,300	6,220	0	0	0	0	0	143,520
		Total	224,300	10,100	0	0	0	0	0	234,400
Total Presented Funding (Prior - FY25/26): 4,201,400	PS&E	MI ART	41,000	30,600	0	0	0	0	0	71,600
		DEV FEE	26,000	19,400	0	0	0	0	0	45,400
		Total	67,000	50,000	0	0	0	0	0	117,000
Total Measure I Request (Prior - FY25/26): 2,571,320	ROW	MI ART	0	1,009,800	0	0	0	0	0	1,009,800
		DEV FEE	0	640,200	0	0	0	0	0	640,200
		Total	0	1,650,000	0	0	0	0	0	1,650,000
	CONST	MI ART	0	0	1,346,400	0	0	0	0	1,346,400
		DEV FEE	0	0	853,600	0	0	0	0	853,600
		Total	0	0	2,200,000	0	0	0	0	2,200,000
Total			291,300	1,710,100	2,200,000	0	0	0	0	4,201,400

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 20/21 expenses.

Project Comments: Project Comments

Last Update: 8/26/2020 4:56:20 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2021/2022 THROUGH 2025/2026.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby adopts the Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2020/2021 through 2025/2026, a copy of which is attached to this Resolution.

APPROVED AND ADOPTED THIS _____ DAY OF _____, 2020.

Mayor

ATTEST:

City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020

TO: City Council

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

SUBJECT: Approval of Council Bill #R 2020-33 approving a tentative parcel map waiver and approving Final Parcel Map No. 19771 (Southwest corner of Barton Road and Anderson Street)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve Council Bill #R 2020-33 approving a tentative parcel map waiver and approving Final Parcel Map No. 19771.

BACKGROUND

The purpose of this map is to subdivide one parcel into two (2) parcels for construction of a parking structure next to the Faculty Medical Office (FMO). The parcel map was required as a condition of approval for the project. This will allow the applicant an ability to secure financing separate from the FMO. The owner has installed the off-site improvements and associated infrastructure for this project. On-site improvement plans have been submitted and are either completed or under review. The pedestrian bridge connecting the parking lot to the new hospital site will begin construction very soon.

ANALYSIS

The City Council has the authority under section 16.04.110 of the Loma Linda Municipal Code to waive requirement of a tentative map whenever it finds that the type of subdivision is such that compliance is unnecessary or other circumstances justify the waiver. In this case the map is a condition of approval for a subsequent development project. The map divides an existing lot into two lots for parking structure development. Off-site improvements for the lots are designed, permitted and installed with the final items to begin soon. The final Parcel Map has been prepared and checked for technical correctness and requirements of the Subdivision Map Act. Public Works Department plan check and permit fees have been paid.

RESOLUTION NO. R 2020-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, APPROVING A TENTATIVE PARCEL MAP WAIVER AND APPROVING FINAL PARCEL MAP 19771 (Southside of Barton Road, west of Anderson Street)

WHEREAS, the purpose of this map is to subdivide an existing lot into two lots for construction of a parking structure at the south side of Barton Road, west of Anderson Street; and

WHEREAS, Parcel Map 19771 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

WHEREAS, off-site improvements have been installed to City standard; and

WHEREAS, no additional Right-of-Way is required; and

WHEREAS, the City Council has the authority to waive certain requirements under section 16.04.110 of the Loma Linda Municipal Code;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves a tentative parcel map waiver and approves Final Parcel Map 19771.

PASSED, APPROVED AND ADOPTED this day of 2020 by the following

vote:

Ayes:
Noes:
Absent:

Phillip Dupper, Mayor

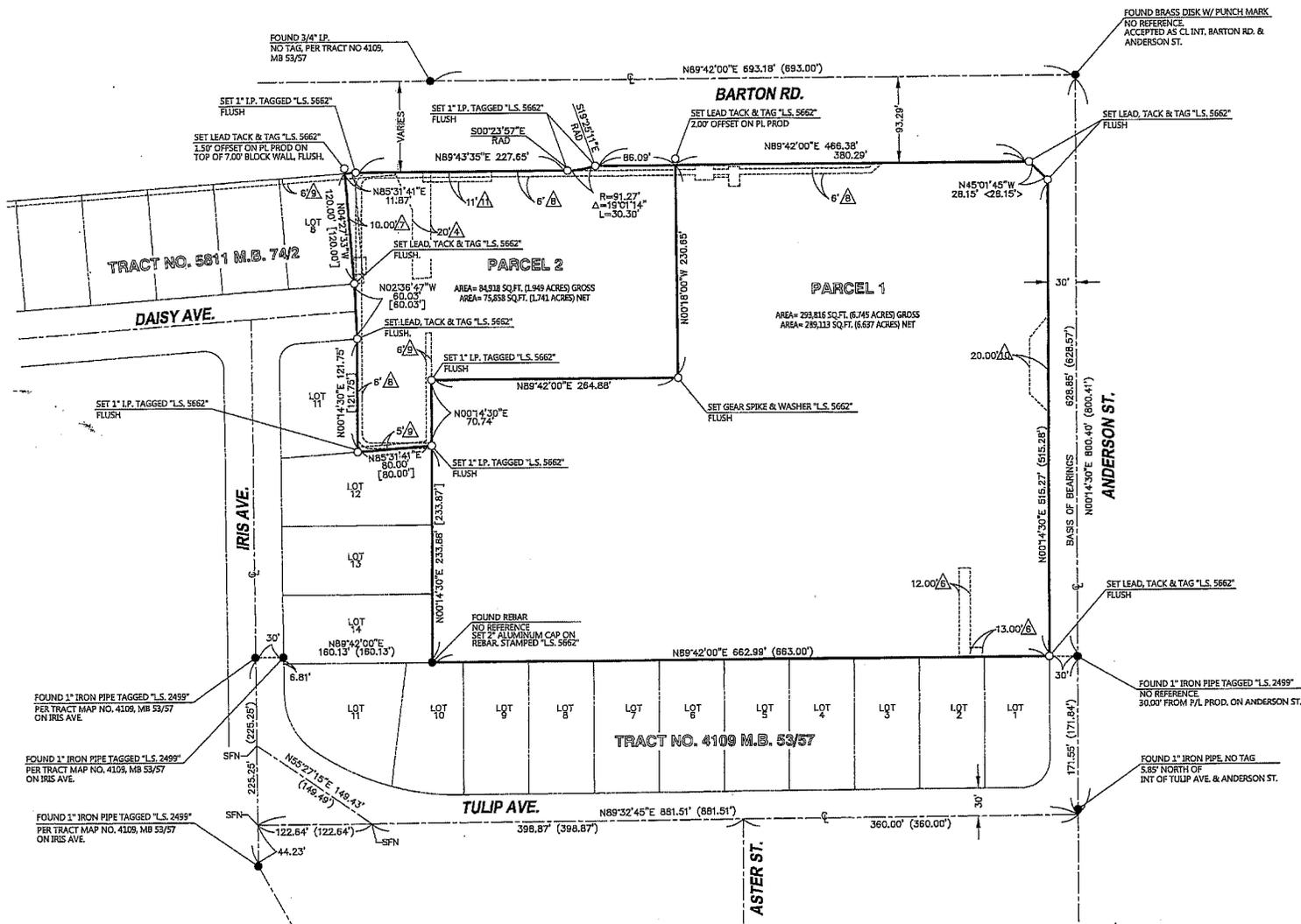
ATTEST:

Barbara Nicholson, City Clerk

PARCEL MAP No. 19771

IN THE CITY OF LOMA LINDA
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 1 SOUTH RANGE 4 WEST SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF, AS PER MAP RECORDED IN BOOK 74 PAGE 2 OF TRACT MAPS, AND LOT 9 & 10 OF TRACT NO. 5811, BELLA VISTA SUBDIVISION UNIT NO. 3, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FORKERT ENGINEERING & SURVEYING, INC.
 DATE OF SURVEY: FEBRUARY 2019



EASEMENT NOTES

- △ SAN BERNARDINO COUNTY, THE HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES SHOWN OR DEDICATED ON TRACT NO. 5811 BOOK 74, PAGE 2, (AFFECTS PARCEL NO. 2)
- △ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, THE HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DISCLOSED BY DOCUMENT RECORDED JUNE 9, 1978 IN BOOK 9450, PAGE 2006 OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 1)
- △ VERIZON CALIFORNIA INC., A CALIFORNIA CORPORATION, THE HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DISCLOSED BY DOCUMENT RECORDED SEPTEMBER 15, 2016 AS INSTRUMENT NO. 2016-0381864 OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 2)
- △ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, THE HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DESCRIBED BY DOCUMENT RECORDED APRIL 12, 2017 AS INSTRUMENT NO. 2017-0150910. (AFFECTS PARCEL NO. 1 & NO. 2)
- △ AN EASEMENT FOR PUBLIC UTILITIES, SHOWN OR DEDICATED ON TRACT NO. 5811 BOOK 74, PAGE 2. (AFFECTS PARCEL NO. 2)

EASEMENT DEDICATIONS

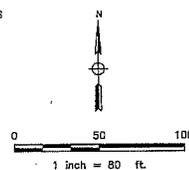
- △ AN EASEMENT DEDICATED TO THE CITY OF LOMA LINDA FOR PUBLIC ACCESS AND RIGHT OF WAY PURPOSES. (AFFECTS PROPOSED PARCEL NO. 1)
- △ AN EASEMENT DEDICATED TO THE CITY OF LOMA LINDA FOR PUBLIC ACCESS AND RIGHT OF WAY PURPOSES. (AFFECTS PROPOSED PARCEL NO. 2)

SURVEYOR'S NOTES:

- SET MONUMENTS AS NOTED
- FND. MONUMENTS AS NOTED.
- XXX'XX' DENOTES MEASURED DATA
- {XXX'XX'} DENOTES RECORD DATA PER TRACT NO. 4109, M.B. 53/57
- {XXX'XX'} DENOTES RECORD DATA PER TRACT NO. 5811, M.B. 74/2
- <XXX'XX> DENOTES RECORD DATA PER GRANT DEED RECORDED IN SAN BERNARDINO COUNTY OFFICIAL RECORD BOOK 5495 PAGE 137

BASIS OF BEARING:

THE BASIS OF BEARINGS USED FOR THIS PARCEL MAP IS THE CENTERLINE OF ANDERSON ST. PER TRACT NO. 4109, M.B. 53/57, BEING N00°14'30"E.



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, MODIFYING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE MEMBERS OF THE LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935

WHEREAS, the City of Loma Linda and the Loma Linda Professional Firefighters Local 935 have met and conferred in good faith; and

WHEREAS, having concluded negotiations the parties have reached agreement, effective July 1, 2020 until June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda that the Loma Linda Professional Firefighters Local 935 Memorandum of Understanding (MOU), attached hereto as Exhibit A, is hereby ratified.

PASSED, APPROVED AND ADOPTED this 8th day of September 2020 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Phill Dupper, Mayor

ATTEST:

Barbara Nicholson, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOMA LINDA
AND
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

ARTICLE 1. PREAMBLE

This Memorandum of Understanding ("MOU") is made and entered into by and between the Loma Linda Professional Firefighters Local 935, hereinafter referred to as "Union", and the City of Loma Linda hereinafter referred to as "City," pursuant to California Government Code sections 3500 *et seq.* The parties recognize that the City's Personnel Rules and Regulations are applicable to unit members. The parties also recognize that the City maintains a City of Loma Linda Fire Department Operation Manual which applies to Fire Department personnel including unit members. The reference to certain portions of the Personnel Rules and Regulations, the Fire Department Operation Manual, and other existing policies and procedures is for convenience only. Other existing terms and conditions of employment not referenced herein are applicable to unit members.

ARTICLE 2. RECOGNITION

The City hereby recognizes Loma Linda Professional Firefighters Local 935 as the exclusive recognized organization for the employees in the classifications of Firefighter, Firefighter Paramedic, Engineer, and Captain, as well as employees in such classes as may be added to this unit hereafter by the City.

ARTICLE 3. MANAGEMENT RIGHTS

Except as otherwise provided in a memorandum of understanding adopted by the City Council, or in the personnel rules and regulations, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- A. To determine the merits, necessity, or organization of any service or activity provided by law or executive order; the mission of its constituent departments, commissions and boards; budgets and appropriations of funds; and to set municipal fees and charges.
- B. To decide upon and manage all facilities and operations carried on by or on behalf of the City including the locations, methods, means, and employees by which the City's functions are to be conducted.
- C. To establish and change job contents and work methods, techniques, processes and production standards.
- D. To determine the size and composition of the work force and to direct the work force including the hiring, training, evaluation, promotion, demotion, discipline, discharge or transfer of employees.
- E. To determine the layout, machinery, equipment and materials to be used, and to introduce new, improved, adjusted or different methods of operation.
- F. To establish, implement and apply work quality and quantity standards.
- G. To transfer work from one job to another or from one work location or unit to another.
- H. To relieve employees from duty for lack of work, lack of funds or other reasons deemed by management to be in the public interest.

- I. To promote, grant pay increases and otherwise reward employees in accordance with the established pay plan.
- J. To establish and revise job classifications and allocate positions to classifications.
- K. To contract for the performance of City services, construction, maintenance, or any other work with outside public or private entities.
- L. In the event the City decides to contract out for Fire services, the City shall notify and negotiate, upon request, the effects of such decision on the terms and conditions of employment of unit members to the extent such effects are negotiable, prior to the implementation of the City's decision.

The parties recognize that a consolidated command staff exists between the City and the City of Colton. The parties understand and agree that City of Colton supervisors may have involvement in directing the work, evaluation, discipline, etc. of bargaining unit members.

ARTICLE 4. UNION RIGHTS

- A. **Meet and Confer**
 Except as set forth above under Management Rights, the Union retains the right to engage in the meet and confer process related to mandatory subjects of bargaining including, but not limited to, wages, hours and other terms and conditions of employment.
- B. **Reasonable Access**
 It is agreed that the Union shall have reasonable access to use City facilities for the conduct of general membership, board and committee meetings. The Union agrees that meetings shall not cause undue disruption of City Business by either frequency or duration. The Union shall obtain permission from the Fire Chief or his/her designated representative prior to the Union utilizing City facilities. Employees generally will not be allowed to engage in union activities during work time. If members desire to participate in a Union meeting during working hours, permission must first be received from the Fire Chief or his/her designee.

ARTICLE 5. DUES

The City shall deduct dues and other premiums biweekly of each Union member and remit to the Union for the duration of this Memorandum of Understanding. The monies deducted shall be amounts that the Union member authorizes in writing for the City to deduct.

The Union agrees to hold harmless and indemnify the City against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Union.

ARTICLE 6. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT

Purpose:

To establish a uniform method of employee discipline and due process requirements that comply with the Firefighters Procedural Bill of Rights Act (Government Code §§ 3250 *et seq.*).

The rights and protections conveyed by the Firefighters Procedural Bill of Rights Act “shall only apply to a firefighter during the events and circumstances involving the performance of his or her official duties.” (Government Code § 3262.) Investigations and interrogations shall be conducted in accordance with Government Code section 3253.

Definitions

- A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3251(c.)
- B. “Firefighter.” Any firefighter employed by a public agency, including but not limited to, any firefighter who is a paramedic or emergency medical technician, irrespective of rank. However, “firefighter” does not include an inmate of a state or local correctional agency who performs firefighting or related duties or persons who are subject to Chapter 9.7 of the Government Code (commencing with Section 3300). The Firefighters Procedural Bill of Rights Act does not apply to any employee who has not successfully completed the applicable probationary period. (*Government Code* § 3251(a).)
- C. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than 2 days. Examples include, but are not limited to, written reprimands, suspensions without pay of 2 days or less, reduction in pay for 30 days or less, and disciplinary transfers.
- D. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, pay reductions, suspensions without pay of more than 2 days, and reductions in pay for more than 30 days.

Disciplinary Actions and Procedures

A. Procedure for Minor Discipline

- 1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
- 2. Written Response. A firefighter may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s personnel file. A firefighter shall have thirty (30) calendar days within which to submit the written response to the Office of the Fire Chief.
- 3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, a firefighter is entitled to an informal administrative appeal.
- 4. Minor Discipline Appeal Procedures. A firefighter who receives a Notice of Discipline under this section may appeal to the Fire Chief. Any such request to appeal must be in writing and received in the Office of the Fire Chief within ten (10) calendar days from the date the Notice of Discipline is served on the firefighter. Thereafter, an informal hearing shall be scheduled before the Fire Chief. In the informal hearing, the Fire Chief shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Fire Chief may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
- 5. The decision of the Fire Chief shall be in writing and shall be final.

B. Procedure for Major Discipline

- 1. Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
 - a. The proposed disciplinary action to be taken.

- b. The proposed effective date of such action.
 - c. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter is alleged to have violated.
 - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
 - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a “Skelly” meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the firefighter.
2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the firefighter shall have the right to respond to the Fire Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of a firefighter’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Fire Chief or designee shall notify the firefighter in writing of the final decision regarding the intended discipline. If the Fire Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the firefighter as follows:
- a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision. The discipline that is imposed shall not be effective sooner than 48 hours after the Notice of Disciplinary Action is provided.
 - b. The Notice of Disciplinary Action shall contain:
 - i. The effective date of such action.
 - ii. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
 - iii. The materials upon which the action is based.
 - iv. Notice that he or she has the right to request an appeal by filing with the Office of the City Manager a Notice of Defense pursuant to Government Code section 11506 within fifteen (15) calendar days of service of the Notice of Disciplinary Action and that failure to do so will constitute a waiver of the firefighter’s right to an appeal. The Notice of Disciplinary Action issued shall serve as the Accusation as described in Government Code §11503.
 - v. A statement substantially in the following form:

“Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the Office of the City Manager within fifteen (15) days after the Notice of Disciplinary Action was personally served on you or mailed to you, the Department may proceed with the action without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or delivering or mailing a notice of defense as provided by Government Code section 11506, to the Office of the City Manager. You may, but need not, be represented by counsel at any or all stages of these proceedings.

If you desire the names and addresses of witnesses or an opportunity to inspect and copy the items mentioned in Government Code section 11507.6 in the possession, custody, or control of the Department, you may contact the Fire Chief.

If you request a hearing, the hearing may be postponed for good cause. If you have good cause, you are obliged to notify the Department or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within ten (10) business days after you discover the good cause. Failure to give notice within ten (10) business days will deprive you of a postponement.”

4. Major Discipline Appeal Procedures. The appeal of major discipline shall be in accordance with the procedures set forth herein and Government Code section 11500 *et seq.* (the “Administrative Procedure Act”). (*Government Code* § 3254.5.) Any request to appeal (i.e., a Notice of Defense) must be received in the Office of the City Manager within fifteen (15) calendar days of the date that the Notice of Disciplinary Action is served on the firefighter.
5. Pursuant to Government Code section 11512, the hearing shall be presided over by an Administrative Law Judge (“ALJ”) from the Office of Administrative Hearings. The City Manager shall determine whether the ALJ shall hear the case alone or whether the City Manager or his/her designee is to hear the case with the ALJ. (*Government Code* §§ 11512, 11517.) The parties may stipulate to the use of a hearing officer rather than an ALJ from the Office of Administrative Hearings.
6. The City shall provide a Notice of Hearing to the firefighter at least ten (10) calendar days prior to the hearing, and in accordance with Government Code section 11509.
7. Within thirty (30) days after the case is submitted, the Administrative Law Judge shall prepare a proposed advisory written decision to the City Manager for consideration. (*Government Code* § 11517(c)(1).) Within 100 days of receipt by the City Manager of the Administrative Law Judge’s proposed decision, the City Manager may take any of the following actions pursuant to Government Code section 11517(c)(2):
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
 - d. Reject the proposed decision and refer the case to the same Administrative Law Judge if reasonably available, otherwise to another Administrative Law Judge, to take additional evidence. If the case is referred to an Administrative Law Judge pursuant to this subparagraph, he or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing. A copy of the revised proposed decision shall be furnished to each party and his or her attorney as prescribed in this subdivision.
 - e. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties, the agency may decide the case upon the record without including the transcript.

8. The City Manager’s decision will be reduced to writing, served on the parties, and shall be final and binding. The decision is subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

Prior to any interview of an employee involving disciplinary proceedings, or at any point during an interview where disciplinary action becomes a probability, the City shall advise the employee of his/her right to representation.

ARTICLE 7. COMPENSATION

The City agrees to provide bargaining unit members with the following increases to base compensation effective

- 3% July 1, 2017
- 2% July 1, 2018
- 2% July 1, 2019

Effective July 1, 2017 Engineers currently at Pay Grade “Fire 4” will be advanced to Pay Grade “Fire 6” at a step that is commensurate with their current rate of pay (not step). Engineer rank will be considered Pay Grade “Fire 6” for purposes of promotion. Engineers will continue to advance on the “Fire 6” Pay Grade with successful completion of their annual employee evaluation and suggested merit increase by their supervisor.

Effective July 1, 2021, members otherwise eligible to advance in the salary step progression to Step 7 or 8 shall be permitted to advance from Step 6 to Step 7, or from Step 7 to Step 8, on their next anniversary date after spending at least one year at the preceding lower step. Thereafter, Advancement from Step 6 to Step 7 and Step 7 to Step 8 shall be one year.

ARTICLE 8. SUPPLEMENTAL PAY

A. Special Certification Pay

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

		Effective July 1, 2016
Firefighter II	1.5%	2.0%
Company Fire Officer	2%	2.5%
Chief Officer	2.5%	3.0%
Executive Fire Officer	3.0%	3.5%

The above certification pay is non-cumulative.

B. Paramedic Incentive

The City will provide a paramedic incentive of \$150 per month for Firefighters, Engineers, and Captains who possess a current and valid paramedic certification. Effective July 1, 2015, the paramedic incentive shall increase to \$250 per month.

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

C. Overtime

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

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

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

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

Overtime worked by non-exempt employees in full-time positions shall be paid at time and one-half the employee's regular rate of pay. Safety employees may not have overtime hours converted to compensatory time.

For purposes of overtime computations authorized paid leave, sick leave, compensatory time, and holiday time taken shall be counted as hours worked, except that Safety shift employees whose regularly scheduled work shift falls on a holiday shall not have the hours counted as hours worked.

Overtime must be authorized in advance by the Fire Chief or his/her designee.

For the purpose of filling overtime, the Department's Overtime policy will be in effect for all unit members.

Probationary firefighters or firefighter/paramedics will not be eligible for voluntary overtime until they have been on shift for three months.

A probationary firefighter or firefighter/paramedic may work voluntary overtime at the discretion of a Chief Officer when there is a clearly defined departmental need.

Force Hiring – To maintain minimum staffing levels, on occasion a person may be force hired. The Department's Force Hire policy will be in effect for all unit members. There may be occasions when the employee up for the force hire, based on the rotational list, cannot be forced hired.

1. The employee is on sick leave or injury leave,
2. The lowest employee is on primary or secondary vacation or holiday,
3. When the employee will be required to work over a 96 hour shift,
4. An employee will be required to report to duty within 96 hours of a previous force hire.

When this occurs, the employee next up on the rotational list will be force hired.

D. Staff Premium

To compensate safety member assigned to the 40-hour work schedule vs. the 56-hour work schedule, such member shall receive a staff premium equal to 7.5% of base hourly rate. (This is to compensate for the loss of PERS reportable holiday pay (5%) and FLSA overtime pay (2.5%)). The Staff Premium is PERS reportable under the classification of Special Assignment Pay.

ARTICLE 9. HOURS OF WORK

A. "48/96" Work Schedule – Each regular rotation will consist of 48 consecutive hours (comprised of two 24-hour shifts) starting at 0800 and ending at 0759 the following day, which will be followed by 96 hours off-duty, unless recalled to work.

For purposes of paid leave, other time off or shift coverage, each 48 hour on-duty period will be considered two consecutive 24-hour shifts, which may be taken off or covered individually.

B 48/96 Christmas Holiday Schedule Language – in the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the preceding shift (relief shift) as follows:

The entire affected shift will work on December 22 and 25; the entire relief shift will work December 23 and 24.

These changes will be considered regular work days for the shifts.

Example:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
A	A	B	B	C	C

Changes to:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
B	A	A	B	C	C

C. Shift Trades

Shift trades shall be in accordance with the Department shift trade policy. During the first 3 months of employment with the City of Loma Linda, a newly hired Firefighter, or Firefighter Paramedic shall not engage in shift trades.

D. Staffing

Shift Personnel - The workweek for fire suppression personnel is 56 hours per week averaged on a fiscal year basis.

Non-Shift Personnel - The workweek for non-shift personnel is 40 hours per week averaged on a fiscal year basis.

Minimum Assignment

Engine/Truck Company

- 1 - Fire Captain
- 1 - Fire Engineer
- 1 - Firefighter OR Firefighter Paramedic

Paramedic Squad

- 1 - Firefighter Paramedics and one other individual in the same rank or greater.

1. Definitions

HOLIDAYS: Personnel cannot be expected to be forced in on some holidays (see 2). Therefore, if personnel wish to have the listed holidays off they will have to find their own coverage, unless personnel have signed up to work on those holidays in Telestaff. The days off will be given to the most senior personnel by rank that wishes to have that day off. An employee who has taken a given holiday off may not take it two years in succession. The day will be given to the next senior person in that rank desiring that day off.

HOURS TRACKING: All overtime related to staffing, training and emergency overtime will be logged in Telestaff. Overtime for department business will not count towards the employee's total hours.

On June 30th of each fiscal year, the hours personnel have attained from the previous year will be zeroed out and personnel will be ranked in Telestaff by order of seniority in the Department.

LONG TERM VACANCIES: A known vacancy in excess of 10 shifts, created by other than vacations and holidays.

NEW EMPLOYEES: New hires will not be eligible for overtime until they have been on shift for three months. After three months, they will be included in Telestaff and be positioned in their respective rank based on the average number of hours for all employees in that rank.

NON-EMERGENCY STAFFING: Overtime used to cover for vacancies of line personnel who are off duty for vacations, holidays, sick leave, bereavement leave, injury leave, department business, and planned coverage of equipment for periods of high call loads. This overtime is paid at time and one-half the employee's regular rate of pay.

PARTIAL SHIFTS: Partial shifts are to be considered anything less than 24 hours. If on-duty personnel are to be off any amount of time, overtime personnel will be called in for the total time absent. Personnel requesting Vacation or Holiday time off of less than 4 hours must cover his/her own partial shift with appropriate personnel. Personnel requesting Vacation or Holiday time off of 4 hours or more may have the partial shift covered with the normal monthly scheduled staffing provided appropriate personnel are available to work.

PENALTIES: If an employee refuses to report for required duty without a valid excuse as outlined in the Loma Linda Fire Department Rules and Regulations, he/she shall be subject to penalties described in those rules and regulations.

If an employee should sign up on the staffing pool list and then refuse the overtime hours, he/she then is credited for those overtime hours without pay in Telestaff. (This will not lower him/her on the overtime force hire list).

PRIMARY AND SECONDARY VACATION: Employees may designate any vacation or holiday period as a primary or a secondary vacation or holiday. Each employee is allowed only 1 primary and 1 secondary leave per calendar year. Primary and Secondary leaves shall be covered by force hiring personnel if necessary, however an employee off on Primary or Secondary Leave shall not be subject to being force hired. Primary and Secondary Leaves shall be a minimum of 24 hours.

REQUIRED STAFFING / FORCE HIRE: The non-voluntary recall to duty. When personnel leaves cannot be covered by scheduled staffing or the staffing pool, personnel may

be required to report to duty. This is to be used only when all means of coverage have been exhausted. The employee at the top of the force hire list is considered force hired. This means that he/she will be required to work the overtime. However, throughout the required duty period that person will be able to try to obtain coverage for the remainder of the overtime requirement.

SENIORITY: Time in the Department.

SCHEDULED STAFFING: Overtime to cover vacancies known about prior to the 15th of the month preceding the month the vacancies will occur. Employees may sign up in Telestaff at any time; however he/she must sign up by the 15th of each month to be eligible for scheduled staffing for the following month. Example: Sign up by March 15th to be eligible for April scheduled staffing.

SHIFT: Any 24-hour period beginning at 0800 hours.

STAFFING POOL/MANPOWER POOL: This is for department use only and used to cover for short notice vacancies. It is a voluntary way to sign up to work in case of short notice vacancies other than vacation or holidays. After 1700 hours on any given day this becomes the priority list for that evening or the next day. This list is valid until 0830 the next day. Personnel who sign up for the manpower pool are assuring their availability to work and must accept an assignment when called. Failure to accept an assignment will result in hours being credited to that employee's total. Multiple abuses of the manpower pool could result in disciplinary action.

EXAMPLE: If you sign up on the staffing pool list for March 2, you place yourself available from 1700 Hours March 1 to 0830 hours March 2.

UNSCHEDULED STAFFING: Any staffing not covered on the monthly scheduled staffing calendar.

2. Holidays

- a. New Year's Day
- b. Easter
- c. Thanksgiving
- d. Christmas Eve Day
- e. Christmas Day
- f. New Year's Eve Day
- g. Independence Day

3. Staffing Vacancy Preference List

- a. Scheduled Staffing List
 - i. Call back for Battalion Chief
Choice #1.....Battalion Chief
 - ii. Call back for Captain
Choice #1.....Captain
 - iii. Call back for Engineer
Choice #1.....Engineer

- iv. Call back for Paramedic
 - Choice #1.....Paramedic
 - Choice #2.....Certified Paramedic in another rank
 - v. Call back for Firefighter
 - Choice #1.....Firefighter
 - Choice #2.....Firefighter/Paramedic
 - Choice #3.....Engineer
4. **Unscheduled Call Back Policy**
- a. Upon short notice notification that an employee has reported in sick or for some other reason an employee will not be reporting for work, the headquarters Captain shall immediately:
 - i. Refer to Telestaff for available personnel and hour totals. Exception: If it is between 1700 hours the night before and 0830 hours the day the overtime is to be filled, then fill from the manpower pool list first.
 - ii. Refer to the staffing pool list and call back person with lowest hours signed up in the vacant rank. If two or more personnel have the same number of hours, it is then given in order of seniority from most senior to least senior. If unable to fill vacancy from staffing pool then refer to unscheduled staffing force hire list.
 - b. **Force Hire List Procedure**
 - i. The Captain will consult the Telestaff force hire list and determine which employee of the required rank is next to be forced. This employee will be required to report to duty, if necessary.
 - ii. The actual phone call:
 - iii. The employee who will be force hired shall be called first. He/she will be told of the call back and told that he/she will be required to work unless another employee accepts the call back. The force hired employee will be instructed to remain available for a phone call, to either notify him/her that someone else has taken the call back, or that, he/she will have to work.
 - iv. The Captain will then contact in order, all the other employees eligible to work the overtime. If no other employee will work the call back, the Captain will then call the force hired employee and require that the employee report to duty.

There may be occasions when the employee at the top of the force hire list cannot be force hired:

- a) The employee is on sick leave or injury leave,
- b) The lowest employee is on primary or secondary vacation or holiday,
- c) The employee will be required to work over a 96 hour shift, *unless in dire circumstances that would otherwise result in a reduction in essential services to the City as determined by the on-duty Chief Officer.*

- d) The employee will be required to report to duty within 96 hours of a previous force hire, *unless in dire circumstances that would otherwise result in a reduction in essential services to the City as determined by the on-duty Chief Officer.*

When this occurs, the next employee on the list will be force hired.

Station Coverage Until Call Back Is Secured

Until the call back arrives at the designated station, the employee of the required rank at the station must remain on duty.

Recall Of The Force Hire Employee

When an employee other than the potential force hire employee accepts an assignment, the force hire employee must be recalled to let him/her know they are no longer subject to call back.

If assigned overtime either by scheduled overtime, staffing pool or force hired, an employee will always have the option of giving the overtime to another person of equal rank. The assigned employee should ask a Captain to remove his/her name from the assigned shift and outbound the created vacancy. The assigned employee is still responsible to work the shift until it is accepted by another employee. It is the sole responsibility of the assigned employee to assure that the shift has been filled.

5, Scheduled Staffing

Personnel will be able to sign up for the next month by the 15th of the previous month. (Example: To schedule overtime staffing for planned vacations for April, personnel will have to sign up for overtime by the 15th of March.)

Personnel will be chosen for overtime based on the number of previously scheduled overtime staffing hours.

Procedure:

- a. Personnel will access Telestaff via Fire Department or Home computer system. Personnel will highlight the days in which they are available to work and choose the work code "scheduled staffing" on their Telestaff calendar.
- b. Telestaff will assign personnel to the vacant shifts by the 20th of each month for the upcoming month. Personnel can check their Telestaff calendar for assignments.
- c. Once a person has been assigned a shift, he/she is responsible to work that shift. If for some reason a person cannot work an assigned shift, he/she will be responsible for filling the shift via the process described previously.
- d. Once the scheduled overtime has been assigned to a person, it is logged into Telestaff.
- e. Personnel are assigned staffing assignments based on the number of hours logged in Telestaff. If two or more personnel have the same number of hours, the staffing assignment will be given to the most senior person. Employees who are promoted or

change rank for any reason will receive the same number of hours as the highest in their newly appointed rank, plus 1 hour.

f. Unless otherwise indicated by an employee, no employee will be given more than 2 partial overtimes during the monthly staffing scheduling.

6. Hours Tracking

When a person is assigned a shift under Scheduled staffing, Staffing Pool, or force hire, his/her hours will be recorded at the time of the assignment, after the employee has worked it.

ARTICLE 10. UNIFORM ALLOWANCE

A. Newly Hired Employees

At time of appointment, the City shall provide employees with the following uniform items:

- 3 - Nomex Uniform Shirt and Pant Sets
- 5 - Blue T-Shirts
- 1 - Blue Long Sleeve T-Shirt
- 1 - Flexfit Style Hat
- 1 - Blue Cotton Shorts
- 1 - Blue Pullover Work Shirt
- 1 - Black Uniform Belt and Buckle
- 1 - Station Work Safety Boots
- 1 - Name Plate

B. Yearly Amount

Members receive a total of \$1000 per year as a uniform allowance. Said allowance shall be equally divided amongst twenty- six (26) pay periods. The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.

C. Supply and Maintenance of Uniforms

Members agree to supply and maintain all of their own uniforms and uniform accessories with the exception of their badges, which will continue to be supplied by and remain property of the City. The members agree to purchase and maintain uniforms in accordance with Fire Department Operational Manual Section 100: Uniform Policy to maintain professional appearance and uniformity. The Association shall maintain an on-hand supply and purchasing system of frequently needed uniform items as listed below:

- 1. T-shirts with approved Fire Department logo (both short and long sleeved)
- 2. Workout shorts with approved FD logo
- 3. Baseball style hat with approved FD logo
- 4. Sweatpants with approved FD logo

Other incidental items may be ordered by the Association for members to purchase on an as-needed basis, but will not be kept in stock, such as:

1. Approved job shirt with approved FD logo
2. FD approved belt buckles
3. Approved work jacket

D. Uniform Replacement

The uniform allowance set forth above is intended to compensate employees for the maintenance and replacement of uniforms.

E. Duty Boot Allowance

The City provides one pair of station work safety boots for all employees at time of hire. The City also contributes \$150 toward the purchase of approved wildland firefighting boots. Replacement of approved work safety boots and subsequent contributions toward replacement of approved wildland firefighting boots may be granted at the sole discretion of the Fire Chief or his/her designee.

ARTICLE 11. FRINGE BENEFITS

A. Employee Insurance and Deferred Compensation Plan

The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be:

- \$1,300 per month commencing on July 1, 2017
- \$1,500 per month commencing on July 1, 2018
- \$1,700 per month commencing on July 1, 2019

Any unused portion of the above-referenced contribution may be deposited into an ICMA Retirement Corporation 457 Deferred Compensation Plan account or taken as taxable income. Amounts taken as taxable income shall be subject to applicable federal and state wage withholdings. Insurance contributions and amounts taken as taxable income are not reported to CalPERS as they do not qualify as compensation earnable. The total cash out amount is divided between the first two paychecks each month.

B. Retirement

The City contracts with CalPERS to provide for the "3% @ 55" Full and Modified retirement formula.

- Effective July 1, 1991 the CalPERS contract is amended to include Section 20024.2, One-Year Final Compensation.
- Effective July 26, 2004 the CalPERS contract is amended to include the Survivors Continuance Clause, 1959 Level 4 Survivors Benefit (Section 21574 of the California Government Code).
- Each member pays the full 9% member contribution toward CalPERS, on a pre-tax basis.

C. Retiree Medical Contribution

Pursuant to the Public Employees' Medical and Hospital Care Act Program, the City will contribute the statutory minimum towards the payment of medical insurance premiums for members who retire from the City of Loma Linda. The amount is adjusted annually by the CalPERS board to reflect any change in the medical care component of the Consumer Price Index.

D. Social Security/Medicare

Full-time safety members do not participate in Social Security; however, they do contribute 1.45% of their taxable earnings to Medicare.

E. Educational Incentive Benefits

All bargaining unit members who have completed their one-year probationary period with the City will be eligible to participate in the Education Incentive Program. Monthly remuneration (flat rate) is as follows:

		Intermediate Fire Certificate		Advanced Fire Certificate		
		<u>7-1-15</u>	<u>7-1-16</u>	<u>7-1-15</u>	<u>7-1-16</u>	
Firefighter	\$120	\$145	\$170	\$187	\$212	\$237
Fire Engineer	\$132	\$157	\$182	\$200	\$225	\$250
Fire Captain	\$165	\$190	\$215	\$248	\$273	\$298

Such compensation shall be annualized and equally divided amongst twenty six(26) pay periods. The intent of the parties is to provide Educational Incentive Benefits in the same manner as provided to members of the City of Colton Firefighters Association applicable on the date this MOU is approved, including the process and procedures referenced in the City of Colton Fire Department Operations Manual, Book 1, Chapter 5, Subject 22, "Education Incentive".

F. Life Insurance

The City provides 100% of premiums for employee term life and AD&D coverage equal to one times the member's annual salary, up to a maximum of \$150,000. Pursuant to IRS regulations, the cost to provide the life insurance above \$50,000 is a taxable fringe benefit. Additional voluntary life insurance for the member and qualifying dependents is available at the member's cost.

G. Long-Term Disability

The City provides 100% of the premiums for long-term disability insurance with the California Association of Professional Firefighters (CAPF). Benefits are for non-work related injury or illness. After the required 30 calendar day waiting period, the City agrees to provide cafeteria plan allowance for an additional 3 months. (This is a total of 4 months of continued cafeteria plan allowance).

H. Health Club Membership

The City provides LLU Drayson Center memberships so that on-duty personnel may utilize the Center.

I. Employee Assistance Program

The City provides 100% of the premium for an Employee Assistance Program available through UNUM's Work-Life Balance Program.

J. Dependent Care/Unreimbursed Medical Expense Program

Available through the City's plan with Aflac, the plan enables participants to set aside pre-tax dollars for reimbursement of eligible dependent care expenses or eligible unreimbursed medical expenses.

K. Training Time

Attendance at training activities will be administered in accordance with the Fair Labor Standards Act. For example, mandatory training required by the Department is compensable while voluntary training that occurs off-duty by an independent trainer is not compensable.

L. Tuition Reimbursement Program

Commencing on July 1, 2017, the City Tuition Reimbursement Program will be set at \$2,000 per fiscal year maximum, for class work leading to a baccalaureate or advanced degree, pursuant to the City's Tuition Reimbursement Program Policy.

M. A.M. Workout (eff. 7/1/15)

The period between 0830 and 1000 hours shall be allotted to the employee each day for optional physical training (PT) provided no department, station or joint agency training is scheduled for that period and provided that no department activity, demonstration or community activity has been scheduled during that period. This period of 1 ½ hours shall be used by the employee for PT and shall include the morning break period. The employee shall be in uniform and ready for scheduled activities at 1000 hours. However, should the PT period be interrupted by an emergency or other activity, the PT period may, per guidelines set forth by the Fire Chief, continue upon return. The supervisor shall be responsible to assure that department activities and response readiness take priority over PT; occasionally PT may not occur due to scheduling conflicts or emergency call volume.

The employee shall be allowed to report to work in appropriate PT clothing unless there are scheduled activities which would require the employee to report in uniform.

The PT period may be declined, at the option of an employee. The employee shall then be responsible for duties as designated by his supervisor.

ARTICLE 12. HOLIDAYS

A. Holiday Pay

Full time safety employees working twenty-four (24) hour shifts shall receive twelve (12) hours of pay at their 56-hour hourly pay rate for each scheduled holiday and such pay shall be six (6) hours of their 56-hour hourly pay rate for one-half day holidays. The amount of compensation associated with the nine (9) 12-hour and two (2) 6-hour holidays (one hundred twenty [120] hours) shall be equally divided amongst twenty-six (26) pay periods. The other two (2) holidays shall be available for employee use as Floating Holidays.

B. Annual Holidays

The annual holidays shall be:

January 1 - New Year's Day
3rd Monday in January – MLK Day
3rd Monday in February - President's Day
Last Monday in May - Memorial Day
July 4 - Independence Day
1st Monday in September - Labor Day

November 11 - Veterans Day
4th Thursday in November - Thanksgiving Day
December 24 – Christmas Eve (1/2 day or 6 hours)
December 25 – Christmas Day
December 31– New Year's Eve (1/2 day or 6 hours)
Two (2) days selected by the employee – Floating
Holidays, with the approval of the Fire Chief or
his/her designee

ARTICLE 13. LEAVES

A. Paid Leave

Paid Leave is time off with pay for vacation, personal business, short term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted biweekly and is available for use after ninety (90) days of full-time employment.

1. Accrual

Full-time safety employees working twenty-four (24) hour shifts shall accrue paid leave in accordance with the following:

<u>Years of Continuous Service</u>	<u>Hours Accrued per Month</u>	<u>Maximum Hours Permitted In Employee's Account</u>
1 Month - 5 years	16	312
6 - 10	21	432
11	22	456
12	23	480
13	24	504
14	25	528
15 +	26	552

When the credited hours reach the, "Maximum Hours Permitted In Employee's Account", accrual stops until the credited amount is below the maximum.

2. Paid Leave Usage

- (a) Employees may not take paid leave during their first three (3) months of service.
- (b) Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular regard for needs of the service.
- (c) Unless otherwise approved by the employee's supervisor, an employee shall submit a request to take paid leave, for other than their personal illness or injury or illness or injury of the employee's child, parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.

(d) With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.

(e) An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

3. Pay for Unused Paid Leave

Upon termination an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

4. Credit for Prior Service

If a person was employed with another government agency immediately prior to his/her appointment to a City position, full or partial credit may be allowed by the City Manager for that service time in establishing the employee's accrual rate.

B. Sick Leave

1. Accrual

Full time safety employees working twenty-four (24) hour shifts shall accrue sick leave in accordance with the following:

<u>Hours Accrued per Month in Employee's Account</u>	<u>Maximum Hours Permitted of Continuous Service</u>
10	516

2. Sick Leave Usage

Sick leave may be used by an employee under the following guidelines:

(a) Medical verification may be required for an employee absence beyond 48 hours of sick leave.

(b) In any given calendar year, an employee may use up to the amount of sick leave accrued in a six-month period to attend to an illness of a child, parent, spouse, or domestic partner of the employee.

(c) If leave abuse is suspected, then the City reserves the right to request medical verification for any absence.

3. Pay for Unused Sick Leave

(a) Annually, an employee who has in excess of 516 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 120 hours of unused sick leave in excess of the 516 hours.

(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours

of any excess over 516 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

C. Bereavement Leave

Any unit member may be granted a maximum of 2 twenty-four hours shifts with pay, to be used in the event of a death in their immediate family. For purposes of this section, "immediate family", is defined as the employee's spouse or the employee's or spouse's grandparent, parent, brother, sister, child or other relatives who are members of the employee's household.

D. Family Medical Leave

An employee who has been employed by the City for at least 12 months and who has been paid for at least 1250 hours during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence without pay, with right to return to the position, for the purpose of the birth or adoption of a child and/or due to the employee or his/her child, spouse/domestic partner or parent suffering from a serious health condition, as required by the Family Medical Leave Act of 1993 and California Family Rights Act.

E. Leave of Absence without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. A leave for a period longer than six months may be approved by the City Council, but in no event shall a leave exceed one year, with the exception of military leave. Upon expiration of an approved leave, the employee shall be reinstated in a position in the class held at the time leave was granted. Failure of an employee on leave to report to work at its expiration shall be cause for discharge. An employee on leave in excess of two weeks shall not be entitled to receive or accrue employee benefits.

F. Blood Donation

With the prior approval of the appointing authority and upon submitting proof of donation, regular or promotional probationary employees donating blood without receiving compensation for such donation may be granted four (4) hours off with pay for each donation.

G. Civic Responsibility Leave

1. Jury Duty

Absence from work because of required jury duty will be considered an excused absence with pay. To receive his/her full salary the employee must turn in to the Finance Department the court issued statement of attendance and pay received for jury service excluding reimbursement for travel expenses.

2. Witness Appearance

Absence from work due to an employee being called as a witness in a public office malfeasance suit related to the City will be considered an excused absence with pay.

3. Voting

If an employee does not have sufficient time outside regular work hours within which to vote at general, direct primary, or presidential primary elections, s/he may take off such working time as will enable him/her to vote. The scheduling of the time shall be subject

to approval of the department head. A maximum of two (2) hours with pay may be taken.

4. Salary during Temporary Military Leave

Payment of employees on temporary military leave is governed by Section 395.1 of the Military and Veterans Code of the State of California. The time when leave is taken shall be subject to the department head's discretion subject to applicable military regulations.

H. Leave for Work Related Injury

Unit members shall be afforded all rights pursuant to state workers compensation laws.

I. Mandatory Medical Leave

The Fire Chief or his/her designee may require an employee to submit to a medical examination when in his/her opinion the employee is incapacitated for work due to illness or injury. The physician shall be designated by the appointing authority or the employee may request a physician of his/her own choice. If the physician's report indicates that the employee is unfit for duty, the employee shall take a leave of absence, if so directed by the appointing authority, until such physical condition is corrected and verified by a physician approved by the City. Such verification and related expense by the employee's own physician shall be the employee's responsibility. Any verification and related expense by the City's physician shall be the City's responsibility.

J. Union Bank

The Paid Leave Hours may be donated by the bargaining unit employees on a dollar for dollar basis.

The union bank will be available for Union leadership to utilize as needed for Union related activities.

Time will be tracked similarly to all other pay codes.

ARTICLE 14. LAYOFF

1. Purpose

The public interest may require the elimination, curtailment or reorganization of a public service which in turn may require the layoff of one or more employees. The layoff procedure is intended to minimize the impact of staff reductions on City services and ensure that employees are treated fairly in the processing of layoffs.

2. Procedure

(a) When a position is to be abolished the names of all employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. For purposes of this section, time served on a military leave of absence shall be considered City service. In selecting persons to be laid off those employees at the top of the list shall be laid off first. When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the

efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

(b) A promotional probationary employee, probationary employee, or regular employee subject to layoff under these provisions may request demotion to a position in a lower public safety class in lieu of layoff, provided the employee is qualified for the lower class. If the employee makes such request, employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. The employee subject to layoff shall have his/her name placed among the other names on the list. For purposes of this section, time served on a military leave of absence shall be considered City Service. In selecting persons to be laid off those employees at the top of the list shall be laid off first. When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

3. The names of laid off employees shall be listed on a re-employment list in the reverse order of their dates of layoff for a period of 24 months. Under no circumstances shall a new employee be hired or promoted into a position where a layoff occurred until the previous laid-off employee is first offered their previous position. In order to be eligible for rehire, an individual on the reemployment list must meet the minimum qualifications for the position.

ARTICLE 15. OFF-DUTY EMPLOYMENT

Consistent with the City's Off-Duty Employment Policy, no union member shall engage in any employment, activity, or enterprise for compensation of any kind or character which is inconsistent, incompatible, or in conflict with his duties as an officer or employee of the City. All requirements and procedures set forth in the City's Off-Duty Employment Policy are applicable to unit members.

ARTICLE 16. MODIFIED DUTY POLICY

The City has established a Modified Duty Program for Work Related Injuries as a means of establishing procedures for a uniform response and handling of work related injuries. The City's Modified Duty Program for Work Related Injuries applies to unit members.

ARTICLE 17. GROOMING STANDARDS - BODY ART AND TATTOO STANDARDS

The existing grooming and body art/tattoo standards set forth in the Fire Department Operational Manual are applicable to bargaining unit members.

ARTICLE 18. WAIVER CLAUSE

Except as stated in other portions of this MOU, the City and Union, for the life of this MOU, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU. However, they may meet by mutual agreement or as required by the Government Code.

ARTICLE 19. PRODUCTIVITY

The City and Union shall work together in the interest of providing the highest possible level of service to the public; maintaining and improving the efficiency of all municipal operations; conserving materials, equipment and supplies; and improving staff productivity through the continuing development of required work knowledge and skills.

ARTICLE 20. CONCLUSION OF AGREEMENT

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council up through the period ending June 30, 2021.

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

ARTICLE 21. CITY COUNCIL DETERMINATION

This Memorandum of Understanding shall be presented to the Loma Linda City Council for its consideration and ratification.

**LOMA LINDA PROFESSIONAL
FIREFIGHTERS LOCAL 935**

CITY OF LOMA LINDA

BY 

BY _____

BY NATE BOUCHER

DATED _____

DATED 9/3/20

APPENDIX "A"

**CITY OF LOMA LINDA
TABLE OF POSITIONS CLASSIFICATIONS
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

Firefighter
Firefighter Paramedic
Engineer
Captain

APPENDIX "B"

**COMPENSATION PLAN
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935
JULY 1, 2020**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$61,735.99	\$80,810.40
FIREFIGHTER/PARAMEDIC	FIRE 4	\$71,467.13	\$93,548.14
FIRE ENGINEER	FIRE 6	\$78,792.51	\$103,136.83
FIRE CAPTAIN	FIRE 8	\$86,868.75	\$113,708.35



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: Barbara Nicholson, City Clerk *BN*
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Approve an agreement with the County of San Bernardino Registrar of Voters to place a secure permanent ballot drop box at the Civic Center entrance

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve an agreement with the County of San Bernardino Registrar of Voters to place a secure permanent ballot drop box at the Civic Center entrance.

BACKGROUND

To preserve public health in the face the threat of COVID-19, and to ensure that the November election is accessible, secure, and safe, on June 3, 2020 Governor Newsome issued Executive Order N-67-20. Executive Order N-67-20 requires counties to provide at least one ballot drop-off location for every 15,000 registered voters. It also requires early-vote centers: 11 day - 1 per 50,000 registered voters, and 4-day - 1 per 10,000 registered voters. The City of Loma Linda has 12,460 registered voters.

ANALYSIS

To comply with Executive Order N-67-20 pertaining to ballot drop-off locations, the San Bernardino County Registrar of Voters asked each City to find city-owned property(s) at which a permanent ballot drop box could be placed. After discussion with City Manager T. Jarb Thaipejr and Facilities Coordinator Brian Bolger, it was determined that a ballot drop box could be placed at the entrance to our Civic Center, just to the west of main entrance. This location was considered to be accessible to voters 24/7 during the 29 days prior to the election, in addition to being protected from the weather.

City Public Works crews will handle the installation, cost to be reimbursed by the County of San Bernardino, up to \$2,000. The County Registrar of Voters will be responsible for unlocking the box 29 days prior to the election and locking it at 8:00 p.m. on Election Day, as well as maintenance and upkeep of the ballot box. The City will be responsible for allowing access to the box by voters during any scheduled Countywide consolidated elections; maintaining the area adjacent to the box; and reporting any damage, tampering or defacement of the box to the County. The City is not responsible or liable for the adequacy of the box for its intended purpose or for acts of third parties that may damage the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

In addition to the installation of the ballot drop box, our Civic Center Community Room will be used by the San Bernardino County Registrar of Voters as one of their 4-day early voting sites.

ENVIRONMENTAL

No impact.

FINANCIAL IMPACT

There is no direct financial impact. Cost to install the ballot drop box is to be reimbursed by the County of San Bernardino, up to \$2,000.



Contract Number

SAP Number

REGISTRAR OF VOTERS

Department Contract Representative _____
Telephone Number _____

Contractor _____ City of Loma Linda
Contractor Representative _____ Barbara Nicholson, City Clerk
Telephone Number _____ 909-799-2819
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to place a secure ballot drop box on City of Loma Linda (Contractor's) property located at 25541 Barton Road, Loma Linda, CA 92354 for the purpose of allowing city and county voters to deposit official ballots, 24/7, for all elections in San Bernardino County; and

WHEREAS, the County finds Contractor qualified to provide a location for a secure ballot drop box on its property; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. CONTRACTOR RESPONSIBILITIES

A.1 To install the ballot box in a location on the Contractor's property agreed upon by the Contractor and the County. Installation instructions for the ballot box are attached hereto as Attachment "1."

A.2 To allow access to the box by voters during any scheduled Countywide consolidated election and during any other election in which voters within the Contractor's jurisdiction are eligible to vote.

A.3 To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and routine maintenance of the area to ensure the public has access to the box.

A.4 To report any damage, tampering or defacement of the box to the County.

A.5 To monitor the status of the box during an election and report any issues to the County.

A.6 To remove and secure mail ballots from the box on an emergency basis only upon direction by County.

A.7 Contractor is receiving the ballot box from County and Contractor is not responsible or liable in any way what-so-ever for the adequacy of the box for its intended purpose or for acts of third parties that may damage to the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.8 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days.

Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.9 County Representative

The Registrar of Voters or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.10 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to the box caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.11 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- B.11.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.11.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- B.11.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.12 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.13 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.14 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.15 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.16 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.17 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.18 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.20 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B.21 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.22 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.23 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract, they shall give the County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

B.24 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.25 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

B.26 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is

attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C. TERM OF CONTRACT

This Contract is effective as of *date and expires *date but may be terminated earlier in accordance with provisions of this Contract.

D. COUNTY RESPONSIBILITIES

D.1 To provide the ballot box at County expense and reimburse Contractor for the cost to install and remove the ballot box. Reimbursement shall not exceed \$2,000.

D.2 To timely notify the Contractor of any elections to be conducted where the box will need to be available.

D.3 To service the box by removing the ballots as required by County and State requirements during an election period.

D.4 To maintain, repair or replace the box as needed.

D.5 To promptly respond to any reported problems or incidents related to the box.

D.6 To unlock the box at the start of regular Contractor business hours twenty-nine (29) days before the day of an election to allow voters to return their voted mail ballots by depositing the ballots into the box.

D.7 To securely lock the box promptly at 8:00 p.m. on the day of an election to prevent late ballots from being deposited.

E. FISCAL PROVISIONS

E.1 The maximum amount of reimbursement under this Contract shall not exceed \$2,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

E.2 Contractor shall submit an invoice (in a format acceptable to County) to County within 30 days of the completion of the installation of the ballot box. The County shall make a payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Reimbursement for the cost to install the ballot box shall be the only payment from County to Contractor under this Contract.

E.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

- a. Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this Contract.

County agrees to indemnify, defend (with counsel approved by Contractor), and hold harmless the Contractor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

- b. This section 4 survives the termination or expiration of this Contract.

F.2 Self-Insurance

If both County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract.

F.3 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude

coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. If Contractor is self-insured or a member of a JPIA, evidence of such coverage shall be furnished to County within fifteen (15) days of the commencement of this contract.

F.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Self-insurance or membership in a JPIA shall suffice for coverage.

F.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

F.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

F.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that

coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

F.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

F.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

G.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter two (2) calendar days within which to cure the breach; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino, CA 92415

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

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

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/

COUNTY OF SAN BERNARDINO

CITY OF LOMA LINDA

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

▶ _____

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Phill Dupper
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 25541 Barton Road
Loma Linda, CA 92354

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Jolena Grider, Deputy County Counsel	▶ _____	▶ Bob Page, Registrar of Voters
Date _____	Date _____	Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse

the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

- (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
- (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
 - (A) At least monthly or more frequently if specified in the contract with the awarding body.
 - (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
 - (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
 - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
 - (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
 - (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*

- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

Approved/Continued/Denied
By City Council
Date _____

CITY COUNCIL AGENDA: September 8, 2020

TO: City Council

FROM: Diana De Anda, Finance Director/City Treasurer 

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Approve a Products and Services Agreement for electronic payment processing with BridgePay Network Solutions, LLC, subject to review and possible minor modifications by the City Attorney

RECOMMENDATION

It is recommended that the City Council approve a products and services agreement for electronic payment processing with BridgePay Network Solutions, LLC (BridgePay), subject to review and possible minor modifications by the City Attorney.

BACKGROUND

The City's Finance department is in the process of implementing a new cashiering system, as part of the overall Financial Software upgrade project. The new cashiering system will incorporate new electronic payment processing capabilities that require new hardware for card payment acceptance that our current provider cannot support or incorporate with the new system.

ANALYSIS

The new cashiering system (Tyler Cashiering) will support the Europay-Mastercard-Visa (EMV) integration to provide greater security through card authentication, cardholder verification and transaction authorization. Additionally, the City would like to provide Utility Billing account holder's with the ability to maintain a credit card on file for bill payments. BridgePay is currently the only electronic payment processor that incorporates both the cards processing services and the recurring card payment services within the Tyler Cashiering System.

FINANCIAL IMPACT

The fees charged by BridgePay are a slight saving of approximately \$800 per year. BridgePay will only be charging a \$0.10 per transaction fee and is waiving the activation and monthly minimum fee. Our current provider charges the same \$0.10 per transaction fee, in addition to a \$20 monthly account fee (we have three accounts) and a \$0.10 per batch fee (we have an average of 66 batches per month).

Products and Services Agreement

This Products and Services Agreement ("Agreement") is made as of _____, 20__ ("Effective Date") by and between BridgePay Network Solutions, LLC with offices at 4300 West Lake Mary Blvd. Suite 1010-409, Lake Mary, FL 32746-2012 ("BridgePay") and _____ with offices at _____ ("Client").

I. Definitions

"Documentation" means the operations manuals, help files and other documentation designed to be used in conjunction with the Products and Services.

"Fees" means those fees payable to BridgePay, as set forth on the attached Exhibit A attached hereto.

"Payment Brand" means Visa, MasterCard and any other association, payment brand, payment instrument issuer, debit network or payment methodology or system having proprietary rights to and clearing and oversight responsibilities with respect to any payment instrument used to affect payment-related transactions.

"Products and Services" means the products and services described in this Agreement, including any upgrades, modifications or improvements thereto made available to Client by BridgePay under the terms of this Agreement.

"Provider" means the entity providing electronic payment processing services to Client pursuant to a separate merchant processing agreement.

II. Client's Rights and Obligations

2.1 Installation, Servicing, Maintenance. In consideration of use of the Products and Services, Client agrees to: (i) provide true, accurate, current, and complete information about Client and Provider as requested on any registration or application form, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current, or incomplete, BridgePay has the right to terminate Client's access to the Products and Services and refuse any and all current or future use of the Products and Services. Client will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at Client's facilities, and will likewise be responsible for the connection of those devices to the Products and Services in compliance with BridgePay's requirements.

2.2 License Grant. Subject to the terms and conditions of this Agreement, BridgePay hereby grants to Client a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Agreement, to use the Products and Services, subject to the restrictions herein and any other restrictions communicated by BridgePay to Client, solely for Client's internal use. BridgePay and its suppliers shall retain title and all ownership rights to the Products and Services and this Agreement shall not be construed in any manner as transferring any rights of

ownership or license to the Products and Services or to the features or information therein, except as specifically stated herein.

2.3 Description of Products and Services. BridgePay is providing Client with information concerning the technical requirements for allowing the Products and Services to send and receive electronic transaction data for authorization and/or settlement from and to Provider. To utilize the Products and Services, Client must: (i) provide for Client's own access to the World Wide Web and pay any fees associated with such access, and (ii) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer, modem and Web browser. Client will receive a password when registering. Upon approval, that password will allow Client access to the Products and Services. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Client's password or account. Client agrees to immediately notify BridgePay of any unauthorized use of Client's password or account or any other breach of security.

2.4 Data Collection. Client is solely responsible for the security of data residing on the servers owned, controlled or operated by Client or a third party designated by Client (e.g., a web hosting company, Provider, or other service provider). Client will comply with all state and federal laws and Payment Brand rules and regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, Client shall comply with all of BridgePay's policies, procedures and guidelines governing the Products and Services provided hereunder, as may be amended from time to time. Client agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction to any third party other than to, or authorized by, BridgePay. Client agrees that BridgePay shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to Client's account, Client's IDs and passwords, end-user data or transaction data.

2.5 Compliance, Data Privacy and Security. Client agrees to comply with all Payment Brand rules and regulations as amended from time to time. Client shall comply with all applicable federal, state and local statutes and BridgePay required procedures and identified best practices. Client agrees (i) not to use the Products and Services for illegal purposes; and (ii) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Client agrees to comply with the Security Standards. For purposes of this Agreement "Security Standards" means all security protocols, advisories, standards and guidelines required by the Payment Brands. Client warrants that its servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold BridgePay harmless for a breach of End User's systems. If there is a security breach of Client's system and/or access to end-user data or transaction data by an unauthorized third party, Client shall notify BridgePay promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by BridgePay.

2.6 Other Obligations. Client shall not alter or remove any copyright or other legal notices contained in the Products and Services and the related Documentation. Client shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Products and Services; (B) circumvent any technological measure that controls access to the Products and Services; or (C) use the Products and Services other than pursuant to the terms of this Agreement. Client shall utilize its BridgePay assigned developer ID in each application utilizing the Products and Services. Client shall have no right to (i) disclose any BridgePay source code or Documentation to any third party, (ii) use or reproduce any BridgePay source code or Documentation other than as permitted or contemplated by this Agreement. No licenses are granted by BridgePay to Client by implication or estoppels to the BridgePay source code or Documentation.

III. BridgePay's Rights and Obligations

3.1 Ownership and Use of the Products and Services. Client shall use the Products and Services only for bona fide transactions between Client and a cardholder. Unless otherwise specifically permitted by this Agreement, Client's use of the Products and Services shall be restricted to a single merchant account owned and controlled by Client. Client agrees not to submit payment data to BridgePay or otherwise process orders on behalf of any other entity or individual. BridgePay retains all right, title and interest in and to the Products and Services and all related Documentation and all technology utilized under or in connection with this Agreement, and Client shall not take any action inconsistent with such ownership. The Products and Services, Documentation and the related Confidential Information (defined below) may be protected by copyright, trade secret and other intellectual property laws, all of which belongs to BridgePay. Client acknowledges that Client shall have no intellectual property or ownership rights in the Products and Services. Client will not contest the ownership of the Products and Services, and will cooperate with BridgePay in defending BridgePay's ownership rights to the Products and Services. The restrictions in this Agreement shall not be construed to supersede or eliminate any rights which BridgePay may have under applicable laws pertaining to trade secrets.

3.2 Cardholder Information Security. BridgePay hereby acknowledges to Client User that BridgePay is responsible for the security of cardholder information BridgePay possesses or otherwise stores, processes, or transmits on behalf of Client, or to the extent that BridgePay could impact the security of the Client's cardholder information environment. BridgePay will maintain and comply with all applicable PCI DSS requirements.

3.3 Warranty and Disclaimers. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein, (b) no authorization or approval from any third party is required in connection with such party's execution, deliver or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or

breach of any other agreement to which such party is bound. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. BRIDGEPAY DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. CLIENT MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS AND SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. BRIDGEPAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PRODUCTS AND SERVICES. CLIENT UNDERSTANDS AND AGREES THAT BRIDGEPAY SHALL BEAR NO RISK WITH RESPECT TO CLIENT'S SALE OF ITS PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS. BRIDGEPAY MAKES NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS, NOR DOES BRIDGEPAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS AND SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS AND SERVICES.

IV. Fees

4.1 Fees. Client will pay to BridgePay on a monthly basis all Fees and other amounts owed to BridgePay under this Agreement on or prior to 60 days from the date of receipt of an invoice therefor. Client will promptly examine all invoices, and will notify BridgePay in writing within 30 days of any error. Unless BridgePay is notified of an error within 30 days of the date of the invoice, BridgePay shall be under no obligation to adjust invoiced amounts. All amounts unpaid on the due date under this Agreement shall bear interest at the rate of one and one-half percent per month (but in no event more than the highest rate of interest legally allowable) on such delinquent amount from its due date until the date of payment. BridgePay reserves the right to revise the Fees from time to time.

V. Confidential Information

5.1 Confidential Information. Except as may be required under applicable Law, neither party will use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Products and Services, the Documentation, and any information learned about the business practices and ways in which either party conducts business that is not generally known to others, including without limitation details about BridgePay's Products and Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). The party receiving Confidential Information (the "Receiving Party") will inform the party disclosing Confidential Information (the "Disclosing Party") of any request by a court or government agency to disclose

such Confidential Information to enable the Disclosing Party to waive the provisions of this Section or defend the nondisclosure. This Section will survive termination of this Agreement.

5.2 Exclusions. The Receiving Party will not be obligated to maintain the confidentiality of Confidential Information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement, (iii) was legitimately in the possession of the Receiving Party prior to its disclosure under this Agreement, and the Receiving Party can prove that, or (iv) is required to be disclosed by state or federal law, provided that the Receiving Party provides the Disclosing Party with notice and an opportunity to oppose the disclosure.

5.3 Remedy. In the event of a breach of this section, the parties agree that the Disclosing Party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Disclosing Party will be entitled to seek injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond.

VI. Term, Termination

6.1 Term. This Agreement will become effective on the Effective Date and will remain in effect until terminated as provided herein.

6.2 Termination. Client agrees that BridgePay may terminate Client's password, account or this Agreement (i) for cause at anytime without prior notice, or (ii) without cause upon providing not less than ten (10) days prior written notice to Client. Client acknowledges and agrees that any termination of access privileges to the Products and Services under any provision of the Agreement may be effected without prior notice. BridgePay agrees that Client may terminate this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to BridgePay.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. To the extent allowed under applicable law, each party agrees to hold harmless the other party, its employees, directors, managers, members, officers or agents from and against any liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (A) any failure by the other party or any employee, agent, or affiliate of the party to comply with the terms of this Agreement; (B) any warranty or representation made by the other party being false or misleading; (C) negligence or willful misconduct of the party or its subcontractors, agents or employees, or (D) any alleged or actual violations by the other party or its subcontractors, employees, or agents of any Payment Brand rules, laws or regulations. This section will survive termination of this Agreement.

7.2 Limitation of Liability. The liability, if any, of BridgePay under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether

arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of compensation paid to BridgePay for the preceding 3 month period, measured from the date the liability accrues. In no event will either party be liable for indirect, special, consequential, or punitive damages even if advised of that possibility. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

VIII. General

8.1 Assignability. Client may not transfer, sell, or otherwise assign any of its rights under this Agreement, either directly or by operation of law, without providing prior written notice to BridgePay.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered in person, by email, or by nationally-recognized overnight mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of that party's president. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

8.3 Entire Understanding, Amendment. This Agreement, including the attached exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Amendments to this Agreement must be in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

8.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

8.7 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of _____, and will be construed in accordance with the laws of _____ (State) without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts located in _____ County, _____ (State). The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venture, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

8.11 Force Majeure. In no event shall BridgePay be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

BridgePay Network Solutions, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

**Exhibit A
Products and Fees**

Tyler Technologies Per Transaction Fee	\$0.10
Activation Fee	waived
Monthly Minimum Fee	waived



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

COUNCIL AGENDA: September 8, 2020
TO: City Council
FROM: Konrad Bolowich / Assistant City Manager 
SUBJECT: Approve an appropriation of \$10,000 from General Fund to expenditure account 01-1940-1670 for cost related to the COVID-19 pandemic

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve the following:

Appropriate \$10,000 from general-fund to expenditure account 01-1940-1670.

BACKGROUND

As a result of the COVID-19 pandemic, the City of Loma Linda has increased its focus to prepare, respond, mitigate, and recover from the increasing spread of the virus. In order to maintain the level of service and adhere to the additional measures put in place by the California Department of Public Health to keep employees safe, various miscellaneous small equipment is required.

ANALYSIS

The requested financial appropriation will provide funding for various small tools, PPE's and information system equipment in response to the COVID -19 pandemic.

FINANCIAL IMPACT

Appropriate \$10,000 from general-fund balance to expenditure account 01-1940-1670.



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: September 8, 2020

TO: City Council

FROM: Konrad Bolowich 

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Letter to LAFCO requesting notification of detachment or reorganization and exclusion of Scotch Lane community from such action

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

It is recommended that the City Council approve a letter to be forwarded under the Mayor's signature requesting notification of detachment or reorganization and exclusion of Scotch Lane community from such action

BACKGROUND

At the August 11, 2020 City Council meeting, there was discussion regarding possible mechanisms and processes for reorganization or detachment of land within the City boundaries, but inside the Colton sphere of influence.

Council directed staff to generate a letter to forward to LAFCO requesting appropriate notification should such action take place, and specifically requesting the exclusion of the Scotch Lane community from such action.

The letter is attached as EXHIBIT "A" and is ready to be submitted under the Mayor's signature.



City of Loma Linda

25541 Barton Road, Loma Linda, California 92354-3160 • (909) 799-2800 • FAX (909) 799-2890

Sister Cities: Manipal, Karnataka, India - Libertador San Martin, Argentina • www.lomalinda-ca.gov

September 8, 2020

Samuel Martinez, Executive Officer
LAFCO for San Bernardino County
1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0490

Dear Mr. Martinez:

The City Council of Loma Linda has become aware of the intent for development on land within the City boundaries, but inside the Colton sphere of influence. The Loma Linda City Council formally requests that per government code, the City is immediately notified of any application for reorganization of City boundaries or detachment of any area currently within the City of Loma Linda city limits. At a minimum, please make notification to the City Clerk, City Manager, Community Development Director, and Mayor.

Additionally, the City Council requests that any action involving reorganization or detachment specifically exclude the Scotch Lane community.

Thank you,

Phil Dupper
Mayor



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 8, 2020

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #R-2020-32 - Adopt Measure I Five-Year Capital Improvement Plan

Approved/Continued/Denied
By City Council
Date _____

TJT

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2020-32, approving the City's Measure I Five-Year Capital Improvement Plan.

BACKGROUND

Cities in San Bernardino County are required to adopt a Five-Year Capital Improvement Plan (CIP) for Measure I projects. Measure I revenues are generated by the County-wide transportation ½ percent sales tax program which is administered by the San Bernardino County Transportation Authority (SBCTA).

ANALYSIS

The City Council approved the 5-Year CIP incorporated in the annual budget for fiscal year 2020-21. The CIP list includes street maintenance/improvement projects. The proposed Measure I 5-Year CIP is in compliance with the City's approved 5-Year CIP. City Council may change the Measure I Plan at any time to re-prioritize projects. Please refer to Attachment B, which lists proposed projects for the five-year period from FY 2020/21-2024/25. As noted in the attachment, the expenditure over the 5 year period is estimated to be 2,434,600.00. The Measure I revenue estimate, as provided by SBCTA, is \$2,035,969 over the same period. The difference of \$398,631.00 will be funded for previous year's carryover of Measure I.

FINANCIAL IMPACT

There is no fiscal impact as projects are not required to be constructed. This plan allows for consideration of funding opportunities.

- Attachments A - Measure I Five-Year Plan 2020-25
B - Map
C - Resolution
D - Expenditure Strategy

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\5 Year CIP 2020.doc

Resolution Number:
 Resolution Approval Date: 09/08/2020
 Contact Person/Title: T. Jarb Thaipejr
 Phone: (909)799-2811
 Email: jthaipejr@lomalinda-ca.gov

Measure I Local Pass-through Program
FIVE YEAR CAPITAL IMPROVEMENT PLAN
 Fiscal Years 2020/2021 thru 2024/2025

Loma Linda

6/30/20 Carryover Balance: **\$561,500.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue		FY2021/22 Est. Revenue		FY2022/23 Est. Revenue		FY2023/24 Est. Revenue		FY2024/25 Est. Revenue		Total Est. Rev.
						\$355,086.00		\$423,025.00		\$406,865.00		\$419,027.00		\$431,966.00		\$2,035,969.00
						Carryover Funds	Current Estimate	Total								
Pavement rehabilitation of Barton Road from Campus Street to Benton Street	No	No	0%	100%	\$300,000.00	34,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$34,600.00
Pavement rehabilitation of Barton Road from Campus Street to West City limit, Tract 16382, Anderson Street from Barton Road to Stewart Street, Stewart Street from Anderson Street to Shepardson Street, Mound Street from Anderson Street to Shepardson Street, Barton Road from Benton Street to Mountain View Avenue, Benton Street from Lawton Avenue to Barton Road	No	No	0%	100%	\$700,000.00	0.00	0.00	700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$700,000.00
Pavement rehabilitation on Mountain View Avenue from Barton Road to North City limit and Van Leuven Street from Orange Grove Street to Mountain View Avenue	No	No	0%	100%	\$430,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	430,000.00	0.00	\$430,000.00	
Pavement rehabilitation on Tracts 1814, 3160, 6419, 6455, 9286, 15422, Hughs Tract, Avenida Requerio Street, Main Street, Mayberry Street Juanita Street, Anita Street, Adella Street, Stewart Street from Campus Street to west end, Parkland Street, Orange Grove Street from Academy Street to Van Leuven Street, Academy Street from Anderson Street to Orange Grove Street, Mayberry Street from Barton Road to Whittier Avenue, Whittier Avenue from Mayberry Street to UPRR	No	No	0%	100%	\$425,000.00	0.00	0.00	0.00	0.00	420,000.00	0.00	0.00	0.00	0.00	\$420,000.00	
Pavement rehabilitation on Tracts 3099, 8517, 9004, 9103, 9152, 9276, 9277, 9292, 9389, 9438, 10133, 10131, 10132, 10133, 10134, 10135, 10136, 10137, 12294, 12458, 13635, 14216, 15700, 16089, Poplar Street from Redlands Boulevard to Park Avenue, Coloma Street Street from Redlands Boulevard to Park Avenue, Beaumont Avenue from Mountain View Avenue to Bryn Mawr Avenue	No	No	0%	100%	\$410,000.00	0.00	0.00	0.00	0.00	410,000.00	0.00	0.00	0.00	0.00	\$410,000.00	
Pavement rehabilitation, Tracts 13943, 14544, 14545, 14552, 15071, 16650, Oakwood Drive, Beaumont Avenue from Bryn Mawr Avenue to UPRR and Whittier Avenue from Beaumont Avenue to UPRR	No	No	0%	100%	\$440,000.00	0.00	0.00	0.00	0.00	0.00	0.00	440,000.00	0.00	0.00	\$440,000.00	
Named Projects Total:						\$34,600.00	\$0.00	\$700,000.00	\$0.00	\$830,000.00	\$0.00	\$440,000.00	\$0.00	\$430,000.00	\$0.00	\$2,434,600.00
Total Carryover + Estimate:						\$34,600.00		\$700,000.00		\$830,000.00		\$440,000.00		\$430,000.00		
(%) Named Projects to FY Est. Revenue:						9.74%		165.47%		204.00%		105.01%		99.54%		

Categorical Projects:																
Sidewalk corrective measures - Citywide	No	No			\$400,000.00		80,000.00		80,000.00		80,000.00		80,000.00		80,000.00	\$400,000.00
Categorical Projects Total:						\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00		\$80,000.00		\$400,000.00
(%) Categorical Projects to FY Est. Revenue:						22.53%		18.91%		19.66%		19.09%		18.52%		

Total Carryover Programming: \$2,434,600.00
Total Estimated Programming: \$400,000.00
Total Programming: \$2,834,600.00

Total Programming is currently 109.13% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

STREET IMPROVEMENTS 5 YEAR CIP 2020/2021 - 2024/2025



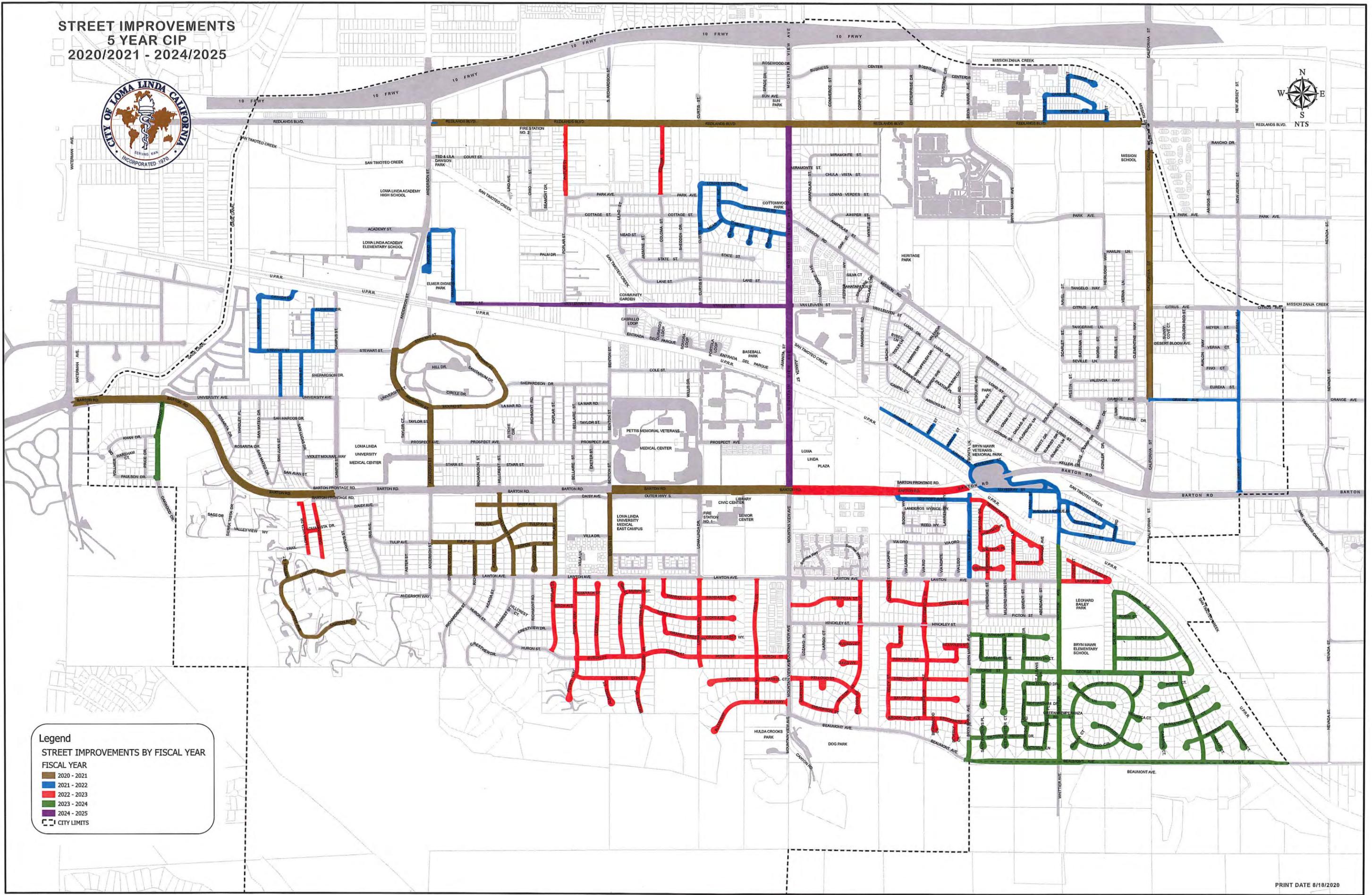
Legend

STREET IMPROVEMENTS BY FISCAL YEAR

FISCAL YEAR

- █ 2020 - 2021
- █ 2021 - 2022
- █ 2022 - 2023
- █ 2023 - 2024
- █ 2024 - 2025

CITY LIMITS



ATTACHMENT C

RESOLUTION NO. 2020-32

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
STATE OF CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR
CAPITAL IMPROVEMENT PLAN FOR FY2020/2021 THROUGH FY2024/2025

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-01 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Loma Linda is \$184,626; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda, State of California, that the Measure I Five-Year Capital Improvement Plan, attached to this resolution as Exhibit A, is hereby adopted.

PASSED AND ADOPTED at a meeting of the City Council of the City Loma Linda held on _____, 2020.

Mayor

ATTEST:

City Clerk

CITY OF LOMA LINDA

MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY
Fiscal Year 2020/2021 to 2024/2025

The City of Loma Linda is intent upon efficiently maintaining our existing roadway system. The streets in Loma Linda are constructed of asphalt concrete (AC). These streets are in various stages of their life expectancy. A typical AC street improvement has a life expectancy of 15-20 years. Through proper pavement management, this can be extended by as much as 20 years. Our strategy is to utilize a combination of slurry seal method, grind and overlay the top 0.1' and pulverize existing AC for base and repave for rehabilitation. This pavement management program has shown to be effective in delaying the eventual complete reconstruction, including subgrade, of a roadway segment.

Measure I funding is critical to this effort. We have dedicated the majority of funding to maintenance activities as described above along with the adjacent sidewalk, curb and gutter and access ramp maintenance. A portion of funding is earmarked for addressing increased capacity demand along certain segments that have experienced growth. New roadway segments are considered and addressed through development planning. Development impact fees are utilized for expansion due to growth. The current carryover balance of \$561,500 in the Measure I Local Street fund will be utilized first.



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: September 8, 2020
TO: City Council
FROM: Barbara Nicholson, City Clerk *BN*
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: League of California Cities 2020 Annual Conference Resolutions Packet
and direction to voting delegate

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

Provide direction to voting delegate.

BACKGROUND

The League of CA Cities Annual Conference will be held October 7- 9, 2020 and will be held virtually. Councilman Bhavin Jindal was selected as the voting delegate and City Manager T. Jarb Thaipejr as the alternate.

At the Annual Conference, the League will consider one resolution which is attached. Resolutions submitted to the General Assembly must be concurred on by five cities or by city officials from at least five or more cities. Details are included with this packet.

Resolution referred to League policy committees is:

1. A Resolution of the General Assembly of the League of California Cities calling for an Amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities

Source: City of Cerritos

Concurrence of five or more cities/city officials: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

Please see attachment for full resolution text.

Attachment – Annual Conference Resolutions Packet



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders’ respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution’s impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone’s privacy?*

Support:

The following letters of concurrence were received:

- City of Hawaiian Gardens
- City of Lakewood
- City of Ontario
- City of Rancho Cucamonga
- City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Craft
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood



PAUL S. LEON
MAYOR

SCOTT OCHOA
CITY MANAGER

DEBRA DORST-PORADA
MAYOR PRO TEM

August 6, 2020

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

JAMES R. MILHISER
TREASURER

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

- c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
- Meg Desmond, League of California Cities - mdesmond@cacities.org
- Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
- Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

A handwritten signature in blue ink, appearing to be "John B. Allard II", is written over a horizontal line.

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son

LOMA LINDA HOUSING AUTHORITY
AGENDA
REGULAR MEETING OF SEPTEMBER 8, 2020

7:00 p.m. or as soon thereafter as possible

CORONAVIRUS DISEASE (COVID-19) ADVISORY

The City Council Chambers not will be open to the public.

THIS MEETING WILL BE AVAILABLE TO THE PUBLIC VIA WEBINAR/TELECONFERENCE FOR THE PURPOSE OF PUBLIC COMMENTS.

Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will allow for remote participation via the ZOOM virtual meeting platform and for viewing via YouTube. Please see the City Council Agenda for connection instructions.

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 October 13, 2020 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.

A. Call To Order

B. Roll Call

C. Closed Session

D. Items To Be Added Or Deleted

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

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

G. **Scheduled Items**

H. **Consent Calendar**

1. Demands Registers
2. Minutes of August 11, 2020

I. **New Business**

J. **Chair and Member Reports**

K. **Reports of Officers**

L. **Adjournment**



Loma Linda Housing Authority Official Report

Phill Dupper, Chairman
Ronald Dailey, Vice Chairman
Rhodes Rigsby, Member
John Lenart, Member
Bhavin Jindal, Member

HOUSING AUTHORITY AGENDA: September 8, 2020
TO: Housing Authority Board
SUBJECT: Demands Registers

Approved/Continued/Denied By Housing Authority Board Date _____

RECOMMENDATION

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

vchlist
08/20/2020 2:33:12PM

Voucher List
CITY OF LOMA LINDA
08-25-2020 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2299	8/11/2020	005456 THE STRICKLER ASSOCIATION	LL 1021	P-0000016734	CONSULTING SERVICES FOR HOUSING	1,842.50
Total :						1,842.50
2300	8/11/2020	005395 USBANK EQUIPMENT FINANCE	420350571 HA	P-0000016818	PRINTERS LEASE AGREEMENT	27.01
Total :						27.01
2301	8/13/2020	003628 U.S. BANK CORPORATE PYMNT SYS	4246-0446-0258-8026		CAL-CARD PURCHASE	10.92
Total :						10.92
2302	8/20/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	365761-0000	P-0000016912	LEGAL SERVICES	3,242.40
Total :						3,242.40
2303	8/20/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	365762-0006	P-0000016912	LEGAL SERVICES	208.60
Total :						208.60
2304	8/25/2020	001744 CDW LLC, CDW GOVERNMENT LLC,	ZNV8931 HA	P-0000016810	SPAM FILTER ANNUAL SUBSCRIPTION	34.77
Total :						34.77
2305	8/25/2020	005791 CENTURYLINK	140185182 HA	P-0000016811	BANDWIDTH SERVICES AND VOIP	2.63
Total :						2.63
2306	8/25/2020	001799 STRADLING,YOCCA, CARLSON, & RAUTH	366571-0000	P-0000016912	LEGAL SERVICES	399.10
Total :						399.10
8 Vouchers for bank code : bofaha						Bank total : 5,767.93
8 Vouchers in this report						Total vouchers : 5,767.93

Bank code : bofaha

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

I have reviewed the above listing of payments on check nos.
2299 through 2306 for a total
disbursement of \$ 5,767.93, 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
09-28-2020 and the City Treasurer is hereby directed
to pay except as noted.

Phillip Dupper, Mayor

vchlist
09/01/2020 8:47:29AM

Voucher List
CITY OF LOMA LINDA
08-31-2020 HA

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2307	8/27/2020	000110 BURTRONICS BUSINESS SYSTEM	AR72654 HA	P-0000016918	PRINTING OVERAGES AND FREIGHT	6.11
					Total :	6.11
2308	8/27/2020	006140 FARMERS INSURANCE, PAYMENT PROCESSI	J873975719	P-0000016921	BERTHA JOSEPH/10934 CABRILLO LOC	1,685.47
					Total :	1,685.47
2 Vouchers for bank code : bofaha						Bank total : 1,691.58
2 Vouchers in this report						Total vouchers : 1,691.58

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
2307 through 2308 for a total
disbursement of \$ 1,691.58, 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 Thaipenj, City Manager

Approved by the City Council at their meeting held on
09-08-2020 and the City Treasurer is hereby directed
to pay except as noted.

Phillip Dupper, Mayor

vchlist
09/02/2020 4:54:56PM

Voucher List
CITY OF LOMA LINDA
09-08-2020 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2309	9/1/2020	006052 UNIVERSITY HOMES INC, C/O CMS	1341577		25613 PROSPECT AVE-AUG 2020 HOA I	162.00
Total :						162.00
Bank total :						162.00
Total vouchers :						162.00

1 Vouchers for bank code : bofaha

1 Vouchers in this report

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
2309 through 2309 for a total
disbursement of \$ 162.00, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
09-08-2020 and the City Treasurer is hereby directed
to pay except as noted.

Phillip Dupper, Mayor



Loma Linda Housing Authority Official Report

Phill Dupper, Chairman
Ronald Dailey, Vice Chairman
Rhodes Rigsby, Member
John Lenart, Member
Bhavin Jindal, Member

HOUSING AUTHORITY AGENDA: September 8, 2020
TO: Housing Authority Board
SUBJECT: Minutes of August 11, 2020

Approved/Continued/Denied By Housing Authority Board Date _____

RECOMMENDATION

It is recommended that the Housing Authority Board approve the minutes of August 11, 2020.

Loma Linda Housing Authority

Minutes

A Regular Meeting of August 11, 2020

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Dupper at 7:12 p.m., Tuesday, August 11, 2020.

This meeting was conducted via webinar/teleconference. Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting was conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there was no in-person meeting location at which the public may appear.

Board Members Present: Chairman Phill Dupper, present in Council Chambers
Vice Chairman Ron Dailey, present in Council Chambers
Rhodes Rigsby, present in Council Chambers
John Lenart, present in Council Chambers
Bhavin Jindal, present in Council Chambers

Board Members Absent: None

Others Present: Executive Director T Jarb Thaipejr, present in Council Chambers
General Counsel Richard Holdaway, present in Council Chambers

No items were added or deleted; no public participation comments were offered upon invitation of the Chair; and no conflicts of interest were noted.

Scheduled Items

HA-2020-15 – Consent Calendar

Motion by Dailey, seconded by Rigsby to approve the Consent Calendar; the City Clerk called the role and the motion passed unanimously.

The Demands Register dated

- July 30, 2020 for the 2019-2020 FY with commercial demands totaling \$510.00;
- July 30, 2020 for the 2020-2021 FY with commercial demands totaling \$962.48;
- July 28, 2020 for the 2020-2021 FY with commercial demands totaling \$1,294.01.

The minutes of July 28, 2020 as presented.

The meeting adjourned at 7:13 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 SEPTEMBER 8, 2020
7:00 p.m. or as soon thereafter as possible

CORONAVIRUS DISEASE (COVID-19) ADVISORY

The City Council Chambers will be open to the public, physical distancing and masks required; seating may be limited.

THIS MEETING WILL ALSO BE AVAILABLE TO THE PUBLIC VIA WEBINAR/TELECONFERENCE FOR THE PURPOSE OF PUBLIC COMMENTS.

Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will allow for remote participation via the ZOOM virtual meeting platform and for viewing via YouTube. Please see the City Council Agenda for connection instructions.

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 October 13 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, September 29, 2020.

A. Call To Order

B. Roll Call

C. Items To Be Added Or Deleted

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

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

F. Consent Calendar

1. Demands Registers
2. Minutes of August 11, 2020

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: September 8, 2020
TO: City Council
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____

RECOMMENDATION

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

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1378	8/11/2020	000266	ROBBINS & HOLDAWAY, A PROFESSIONAL CC 39233		PROFESSIONAL/LEGAL SERVICES	83.13
Total :						83.13
1379	8/20/2020	001799	STRADLING, YOCCA, CARLSON, & RAUTH 365767-0000	P-0000016912	LEGAL SERVICES	5,480.40
Total :						5,480.40
1380	8/25/2020	001799	STRADLING, YOCCA, CARLSON, & RAUTH 366574-0000	P-0000016912	LEGAL SERVICES	4,045.70
Total :						4,045.70
3 Vouchers for bank code : bofasa						Bank total : 9,609.23
3 Vouchers in this report						Total vouchers : 9,609.23

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 1378 through 1380 for a total disbursement of \$ 9,609.23, 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 09-08-2020 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

SUCCESSOR AGENCY AGENDA: September 8, 2020
TO: City Council
SUBJECT: Minutes of August 11, 2020

Approved/Continued/Denied By Successor Agency Date _____

RECOMMENDATION

It is recommended that the City Council approve the minutes of August 11, 2020.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of August 11, 2020

A regular meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Dupper at 7:13 p.m., Tuesday, August 11, 2020.

This meeting was conducted via webinar/teleconference. Pursuant to Sec. 3 of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting was conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there was no in-person meeting location at which the public may appear.

Councilmen Present: Mayor Phill Dupper, present in Council Chambers
Mayor pro tempore Ron Dailey, present in Council Chambers
Rhodes Rigsby, present in Council Chambers
John Lenart, present in Council Chambers
Bhavin Jindal, present in Council Chambers

Councilmen Absent: None

Others Present: City Manager T. Jarb Thaipejr, present in Council Chambers
City Attorney Richard Holdaway, present in Council Chambers

No public comments were offered upon invitation of Mayor Dupper.

SA-2020-10- Consent Calendar

Motion by Lenart, seconded by Jindal to approve the Consent Calendar; the City Clerk called the role and the motion passed unanimously.

The Demands Register dated

- July 30, 2020 for the 2019-2020 FY with commercial demands totaling \$510.00;
- July 30, 2020 for the 2020-2021 FY with commercial demands totaling \$2,654,812.51;
- July 28, 2020 for the 2020-2021 FY with commercial demands totaling \$8.13.

The Minutes of July 28, 2020 as corrected.

The meeting adjourned at 7:16 p.m.

Approved at the meeting of

City Clerk