

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF OCTOBER 9, 2018

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, October 9, 2018 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 November 13, 2018 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, October 30, 2018

A. Call To Order

B. Roll Call

C. Invocation and Pledge of Allegiance – Councilman 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.)

D. Items To Be Added Or Deleted

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

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

G. **Scheduled and Related Items**

1. **Proclamation** - American Pharmacists Month

H. **Consent Calendar**

2. Demands Register
3. Minutes of September 11, 2018
4. Council Bill R 2018-37 – Accepting \$1.723 million in budget revenue from the Measure I Major Street Arterial (MSART) Fund and approve an appropriation of \$1,000,000 **[Public Works]**
5. Re-allocate \$554,000 from Successor Agency bond proceeds for various Capital Improvement Projects **[Public Works]**
6. Award of contract for:
 - a. Pavement Rehabilitation on Starr Street, Richardson Street, and Hillcrest Street **[Public Works]**
 - b. Resurface and stripe tennis and pickle ball courts **[Public Works]**
 - c. Street Rehabilitation on Khan Drive, Vollmer Drive, Price Drive, Paulson Drive and Wareham Court (CIP 18-181) **[Public Works]**
7. Request from Laura Ramirez for City water service for property located within the City’s Sphere of Influence, but outside of the incorporated City boundaries (26307 Beaumont Avenue) **[Public Works]**
- 7.1 Appropriate \$62,000 for LLCCP support services for September – December 2018 **[Information Systems]**

I. **Old Business**

8. **Council Bill #O-2018-06 (Second Reading/Roll Call Vote)** - amending Title 17 Zoning, Chapter 17.40, Section 17.40.010 “Purpose and Intent” for the Commercial and Industrial Zones (Zone Map Change No. P18-013 and Development Code Amendment No. P18-014) for properties located within Mountain View Plaza (NE corner of Mountain View Avenue & Barton Road) APNS 0292-421-02 - 03, & 05 – 13 – **per previously invoked Rule of Necessity, Councilmen Dupper, Dailey and Lenart sit to constitute a quorum (continued from September 11, 2018) [Community Development]**

J. **New Business**

9. Amend and extend the City’s Solid Waste and Recyclables Collection Service Contract with CR&R, Inc. **[City Manager]**
10. Council Bill #R-2018-35- supporting healthy alternatives for default beverages offered with children’s meals **[Assistant City Manager]**
11. Establish a Healthy Communities Committee **[Assistant City Manager]**

12. Direction and authorization to Staff regarding the San Bernardino County Fire Protection District Public Hearing on a Resolution to expand the boundaries of Service Zone FP-5 [City Clerk]
13. Council Bill #R-2018-36 – Supporting California State Proposition 6 - Eliminates Certain Road Repair and Transportation Funding; requires Certain Fuel Taxes and Vehicle Fees be Approved by The Electorate [City Attorney]

K. **Reports of Councilmen** (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed).

L. **Reports Of Officers** (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council).

M. **Adjournment**



CITY OF LOMA LINDA, CA

PROCLAMATION "AMERICAN PHARMACISTS MONTH"

October 2018

WHEREAS, pharmacy is one of the oldest of the health professions concerned with the health and well-being of all people; and

WHEREAS, pharmacists are specifically educated with a focus and level of expertise on medication therapy, and are ideally suited to work collaboratively with other health care providers and patients to improve medication use and outcomes by providing services through medication therapy management; and

WHEREAS, it is important to promote the profession of pharmacy as an essential health care provider; and

WHEREAS, pharmacists provide both expertise and accessibility which are crucial to patients fully optimizing access to medications that are not self-administered such as, but not limited to immunizations; and

WHEREAS, the American Pharmacists Association and the California Pharmacists Association have proclaimed October as American Pharmacists Month with the theme "Know Your Medicine - Know Your Pharmacist"; and

WHEREAS, our own Loma Linda University School of Pharmacy is committed to the education of pharmacists of the highest ethical and professional standards to deliver competent and compassionate pharmaceutical care and for whom the pursuit of excellence – both professional and personal – is a way of life;

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim October 2018 as

"AMERICAN PHARMACISTS MONTH"

in the City of Loma Linda and remind citizens that their pharmacist plays a key role in their health care and can be an amazing resource.

SIGNED this 9th day of October 2018.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: October 9, 2018
TO: City Council
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
09/19/2018 4:45:14PM

Voucher List
CITY OF LOMA LINDA
09-25-2018

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
384979	9/10/2018	000454 ICMA RETIREMENT CORP	2018091000384979		ICMA CONTRIBUTIONS-08/19-09/01/201	27,338.44
					Total :	27,338.44
626740	9/6/2018	003890 TOTAL COMPENSATION SYSTEM, INC	6564	P-0000015290	GASB 75 Valuation Roll-Forward	1,080.00
					Total :	1,080.00
626741	9/6/2018	002204 HINDERLITER, DE LLAMAS & ASSOC	0029780-IN	P-0000015289	Quarterly sales tax srevic contract	5,198.49
					Total :	5,198.49
626742	9/6/2018	002888 DELTA DENTAL INSURANCE CO	BE002970321		DENTAL INSURANCE PREMIUM-SEPT 2	1,257.84
					Total :	1,257.84
626743	9/6/2018	001118 DELTA DENTAL OF CALIFORNIA, CLIENT SERV	BE002969023		DENTAL INSURANCE PREMIUM-SEPT 2	2,550.09
					Total :	2,550.09
626744	9/6/2018	001154 VISION SERVICE PLAN - CA	12 121787 0001		VISION INSURANCE PREMIUM-SEPT 20	1,109.46
					Total :	1,109.46
626745	9/6/2018	004197 C.A.P.F.	SEPTEMBER 2018 BILL		LONG TERM DISABILITY-SEPT 2018	637.00
					Total :	637.00
626746	9/6/2018	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INSURANCE PREMIUM	56.34
					Total :	56.34
626747	9/6/2018	004689 VORTEX INDUSTRIES, INC	02-1260049-1	P-0000015287	REPAIRS TO CORP YARD GATE	1,352.34
					Total :	1,352.34
626748	9/6/2018	001280 CARRY HOWARD	REIMBURSEMENT		MILEAGE REIMBURSEMENT-INTERVIE	39.45
					Total :	39.45
626749	9/6/2018	002218 SONIA FABELA	REQUEST		DEPENDENT CARE REIMBURSEMENT-	2,110.47
					Total :	2,110.47
626750	9/11/2018	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	144.50
					Total :	144.50
626751	9/11/2018	003574 SB CO FLOOD CONTROL DISTRICT, DEPT OF	License #10-752	P-0000015199	PERMIT UNDERGROUND 2" ELECT CO	983.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626751	9/11/2018	003574	003574 SB CO FLOOD CONTROL DISTRICT, DEP (Continued)			Total : 983.00
626752	9/11/2018	001245	SO CALIF EDISON	2-39-797-5913	ELECTRICITY SERVICE	54.76
						Total : 54.76
626753	9/11/2018	001245	SO CALIF EDISON	2-34-867-5984	ELECTRICITY SERVICE	4,215.59
						Total : 4,215.59
626754	9/11/2018	001245	SO CALIF EDISON	STMTS-11	ELECTRICITY SERVICE	10,191.12
						Total : 10,191.12
626755	9/11/2018	001245	SO CALIF EDISON	STMTS-3	ELECTRICITY SERVICE	712.63
						Total : 712.63
626756	9/11/2018	003294	US POSTAL SERVICE, NEOPOST POSTAGE-O REQUEST		POSTAGE ACCOUNT #47718562	1,000.00
						Total : 1,000.00
626757	9/11/2018	005917	JOSE E. MINCHEZ	REQUEST	TUTION REIMBURSEMENT-SUMMER 2018	651.85
						Total : 651.85
626758	9/13/2018	001965	J.L. LUZADAS	REQUEST	DEPENDENT CARE REIMBURSEMENT-2018	1,154.50
						Total : 1,154.50
626759	9/13/2018	000917	ZAHADA K SINGH	REQUEST	FLEX MEDICAL REIMBURSEMENT-2018	127.40
						Total : 127.40
626760	9/13/2018	001280	CARRY HOWARD	REQUEST	FLEX MEDICAL REIMBURSEMENT-2018	30.06
						Total : 30.06
626761	9/13/2018	003628	U.S. BANK CORPORATE PYMNT SYS	4246 0445 5565 0021	CAL-CARD PURCHASES	18,469.09
						Total : 18,469.09
626762	9/13/2018	000840	CITY OF SAN BERNARDINO	92661-46164	P-0000014987 WATER PURCHASES	551.15
						Total : 551.15
626763	9/13/2018	000840	CITY OF SAN BERNARDINO	92661-90878	P-0000014987 WATER PURCHASES	36.30
						Total : 36.30

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626764	9/13/2018	001261 THE GAS COMPANY	STMTS-4		GAS SERVICE	155.01
					Total :	155.01
626765	9/13/2018	005502 FRONTIER COMMUNICATIONS	STMTS-3		PHONE SERVICE	152.13
					Total :	152.13
626766	9/13/2018	000026 VERIZON WIRELESS	9813682167		S.C.A.D.A. DATA CARD LAP TOP	38.01
					Total :	38.01
626767	9/13/2018	000026 VERIZON WIRELESS	9813682166		WIRELESS PHONE SERVICE	2,671.86
					Total :	2,671.86
626768	9/13/2018	001245 SO CALIF EDISON	STMTS-10		ELECTRICITY SERVICE	57,569.68
					Total :	57,569.68
626769	9/13/2018	001245 SO CALIF EDISON	STMTS-5		ELECTRICITY SERVICE	3,490.42
					Total :	3,490.42
626770	9/13/2018	001245 SO CALIF EDISON	STMTS-9		ELECTRICITY SERVICE	6,697.85
					Total :	6,697.85
626771	9/13/2018	001245 SO CALIF EDISON	STMTS-25		ELECTRICITY SERVICE	7,236.64
					Total :	7,236.64
626772	9/18/2018	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	10.00
					Total :	10.00
626773	9/18/2018	005502 FRONTIER COMMUNICATIONS	STMTS-2		PHONE SERVICE	252.67
					Total :	252.67
626774	9/18/2018	001261 THE GAS COMPANY	194 068 6736 6		GAS SERVICE	40.91
					Total :	40.91
626775	9/18/2018	002769 HOUSTON AND HARRIS PCS, INC	18-21060	P-0000015303	VIDEO PIPE INSPECTION RICHARDSOI	1,220.00
					Total :	1,220.00
626776	9/18/2018	004401 ORKIN PEST CONTROL	176435292	P-0000015286	PEST CONTROL SERVICES AT 25964 M	240.00

Voucher List
CITY OF LOMA LINDA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626776	9/18/2018	004401	004401 ORKIN PEST CONTROL		(Continued)	Total : 240.00
626777	9/18/2018	001701	ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	709-18	P-0000015067	WELL & BOOSTER SERVICE REPAIR & Total : 1,505.88
626778	9/19/2018	002394	2 HOT ACTIVEWEAR	6773	P-0000015316	UNIFORMS FOR JORGE PEREZ Total : 1,042.19
626779	9/19/2018	001851	UNUM INSURANCE	0091890-001 0		LIFE INSURANCE PREMIUM-OCT 2018 Total : 630.06
626780	9/19/2018	001851	UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-OC Total : 4,663.60
626781	9/19/2018	001730	AFLAC	266382		AFLAC INSURANCE PREMIUM-SEPT 20 Total : 2,075.25
626782	9/19/2018	001245	SO CALIF EDISON	STMTS-4		ELECTRICITY SERVICE Total : 199.63
626783	9/25/2018	000029	AGUA MANSА PROPЕRTIES, INC	23527 23610	P-0000014972 P-0000014972	CONCRETE CONCRETE Total : 200.00
626784	9/25/2018	002120	ALLIANT INS SVCS - SPEC EVENT	1		SPECIAL EVENT INSURANCE 3RD QTR Total : 81.00
626785	9/25/2018	001984	ALLSTAR FIRE EQUIP. CO. INC.	210126	P-0000014973	ACTION WIPES PACKAGE OF 25 Total : 175.13
626786	9/25/2018	004554	ALTERNATIVE HOSE, INC	5817754	P-0000014974	PLUMBING MATERIALS Total : 6.86
626787	9/25/2018	003091	ANDERSON WAY OWNERS ASSOC	2018	P-0000015301	ANNUAL ASSOC DUES FOR 2 RESERV Total : 600.00
626788	9/25/2018	005174	BRENT BILLINGSLEY, AUTOMATED WATER TF	592	P-0000014979	CHLORINE TABLETS FOR WELLS 3,425.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626788	9/25/2018	005174	005174 BRENT BILLINGSLEY, AUTOMATED WATE (Continued)			Total : 3,425.74
626789	9/25/2018	000134	CA FIRE CHIEFS ASSOCIATION	2	EMS ANNUAL MEMBERSHIP J BENDER	150.00
						Total : 150.00
626790	9/25/2018	000161	CA TOOL & WELDING SUPPLY	350299	P-0000014982 WELDING SUPPLIES	40.78
						Total : 40.78
626791	9/25/2018	005390	CALIFORNIA HIGHWAY ADOPTION CO	818134	P-0000015128 LITTER REMOVAL AT MT. VIEW AVE OF	325.00
						Total : 325.00
626792	9/25/2018	005791	CENTURYLINK	73080363	P-0000015176 CITY INTERNET AND VOIP	299.45
						Total : 299.45
626793	9/25/2018	005919	CHARLES DOOLITTLE	993764388	ACCOUNT CLOSED PREPAY REFUNDE	50.20
						Total : 50.20
626794	9/25/2018	004397	CHEMPAK	105304	P-0000014984 CLEANING SUPPLIES	442.64
			105417	P-0000014984	CLEANING SUPPLIES	38.79
						Total : 481.43
626795	9/25/2018	005284	CITY EMPLOYEES ASSOCIATES	SEPT- 2018 PAEA	DUES COLLECTED FOR SEPTEMBER 2	209.00
				SEPTEMBER 2018-PW	DUES COLLECTED FOR SEPTEMBER 2	504.00
						Total : 713.00
626796	9/25/2018	000201	CLA-VAL CO., GRISWOLD INDUSTRIES	751839	P-0000015308 REDLANDS INTERTIE PRV	2,036.37
				752092	P-0000015308 REDLANDS INTERTIE PRV	1,390.33
						Total : 3,426.70
626797	9/25/2018	000160	CLEAN STREET, INC	91282	P-0000015154 STREET SWEEPING SERVICES	3,640.00
						Total : 3,640.00
626798	9/25/2018	002118	CONFIRE JPA	2019017	P-0000015112 CONFIRE SERVICES FOR FY 2019	57,983.04
						Total : 57,983.04
626799	9/25/2018	005762	CORE & MAIN	J268419	P-0000015285 METER PURCHASE	180,431.15
				J319289	P-0000015285 METER PURCHASE	69,479.57

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626799	9/25/2018	005762 005762 CORE & MAIN	(Continued)			Total : 249,910.72
626800	9/25/2018	002468 CPS/HUMAN RESOURCE SERVICE	SOP47189		STOCK EXAM BASE FEE AND FIRE APF	442.75
						Total : 442.75
626801	9/25/2018	002238 DAVID CARTER, DIB'S SAFE & LOCK SERVICE	0000232042	P-0000014999	SAFE AND LOCK SERVICES	509.04
						Total : 509.04
626802	9/25/2018	005088 DENNIS GRUBB & ASSOCIATES, LLC	1842 1846	P-0000015114 P-0000014690	FIRE PREVENTION PLAN CHECK & INS LLU TRANSFORMATION FIRE PLAN CH	1,500.00 420.00
						Total : 1,920.00
626803	9/25/2018	001521 FACILITIES PROTECTION SYSTEMS, INTELLIC	58536	P-0000015263	SR CTR FIRE SYSTEM COMPLIANCE S	840.00
						Total : 840.00
626804	9/25/2018	000336 FEDEX	6-293-12481	P-0000015007	COURIER SERVICE	36.87
						Total : 36.87
626805	9/25/2018	002282 FIRE SERVICE SPECIFIC & SUPPL	9626	P-0000015177	HOLMATRO HYDRAULIC HOSES	5,235.84
						Total : 5,235.84
626806	9/25/2018	005256 FLYERS ENERGY, LLC	18-758783 18-759927 18-766350	P-0000015009 P-0000015009 P-0000015009	FUEL FUEL FUEL	4,605.92 2,944.15 600.08
						Total : 8,150.15
626807	9/25/2018	005502 FRONTIER COMMUNICATIONS	90947850420511125 STMT		PHONE SERVICE PHONE SERVICE	113.60 39.31
						Total : 152.91
626808	9/25/2018	005216 GENUINE AUTO PARTS	225557	P-0000015011	STICK HOSE AND STICK SEAL	18.30
						Total : 18.30
626809	9/25/2018	005255 GOPHER PATROL	308431 310862	P-0000015276 P-0000015210	GOPHER CONTROL SRVS AT COTTON GOPHER PATROL SRVS AT CITY PARK	180.00 245.00
						Total : 425.00
626810	9/25/2018	001741 GREG DESMET	1		REIMBURSEMENT FOR WORK PANTS	76.27

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626810	9/25/2018	001741 001741 GREG DESMET	(Continued)			Total : 76.27
626811	9/25/2018	005458 HIRSCH PIPE & SUPPLY	6093252 6095314	P-0000015018 P-0000015018	PLUMBING FIXTURES, SUPPLIES AND PLUMBING FIXTURES, SUPPLIES AND	35.30 62.98 Total : 98.28
626812	9/25/2018	000440 HOSPITALITY CAR WASH	180831	P-0000015021	CITY CAR WASH	106.00 Total : 106.00
626813	9/25/2018	000442 HUB CONSTRUCT SPECIALTIES, INC	56002-0	P-0000015022	MAXIFLEX GLOVE, FULLBRIM WHITE H	192.35 Total : 192.35
626814	9/25/2018	003400 INFOSEND, INC	141587	P-0000015222	Printing & Mailing of Utility Bills FY	1,257.19 Total : 1,257.19
626815	9/25/2018	000480 INLAND WATER WORKS SUPPLY	S1014480.001 S1015771.001	P-0000015025 P-0000015025	WATER PARTS AND MATERIALS FOR R WATER PARTS AND MATERIALS FOR R	298.08 673.92 Total : 972.00
626816	9/25/2018	001965 J.L. LUZADAS	1		REIMBURSEMENT FOR ICEMA PARAMI	70.00 Total : 70.00
626817	9/25/2018	004441 JACOB FEENSTRA	1		REIMBURSEMENT FOR COUNTY AND S	270.00 Total : 270.00
626818	9/25/2018	005144 JAMES D. HUSS JR., WEST SWPPP SERVICE	180191	P-0000015293	LANDSCAPE CLEANUP AT SHEPARDSC	6,300.00 Total : 6,300.00
626819	9/25/2018	002008 JEFFREY G. GILLETTE	3		REIMBURSEMENT FOR STRIKE TEAM	118.55 Total : 118.55
626820	9/25/2018	005902 JOHN FEE	2		REIMBURSEMENT FOR STATE PARAMI	200.00 Total : 200.00
626821	9/25/2018	004701 LEGEND PUMP & WELL SERVICE INC	55012	P-0000015294	REMOVE MOTOR AT MT VIEW WELL NC	3,650.00 Total : 3,650.00
626822	9/25/2018	000557 LIFE ASSIST, INC.	876263	P-0000015040	EMERGENCY MEDICAL SUPPLIES AND	421.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626822	9/25/2018	000557 000557 LIFE ASSIST, INC.	(Continued)			Total : 421.42
626823	9/25/2018	000570 LOMA LINDA FIREFIGHTERS ASSN	SEPTEMBER 2018		DUES & T-DONATION COLLECTED-SEP	1,119.00
						Total : 1,119.00
626824	9/25/2018	005854 LOMA LINDA MERCANTILE	REFUND REFUND1		PERMIT B18-000-273 PAID 081418 REFI REFUND OVERPAYMENT FOR TENT IN	3,621.69 4,000.00
						Total : 7,621.69
626825	9/25/2018	000575 LOMA LINDA PLUMBING, INC	s2449	P-0000015043	PLUMBING	98.00
						Total : 98.00
626826	9/25/2018	001733 LOWE'S COMPANIES, INC.	27012 27175 27533 27863 27932 27943	P-0000015044 P-0000015044 P-0000015044 P-0000015044 P-0000015044 P-0000015044	IMPROVEMENT SUPPLIES AND MATER WATER, BLACK MAGIC TIRE, ARMOUR BRUSH EQUIPMENT, BLACK CABLE TIE AQUAFINA 24 COUNT WATER LIGHTBULBS AND WASHERS PLIERS, WINGNUT, 3PORT CONNECTIC	55.49 35.65 14.29 17.79 18.69 81.32
						Total : 223.23
626827	9/25/2018	003855 LYNN A. HIRTZ, DANS LAWNMOWER CENTER	163434 164542	P-0000015045 P-0000015045	LAWNMOWER REPAIR LAWNMOVER REPAIR	29.21 179.94
						Total : 209.15
626828	9/25/2018	002875 LYNN MERRILL & ASSOCIATES, INC	FY 18-19-1	P-0000015234	NPDES INSPECTION & PROGRAM SUP	2,457.99
						Total : 2,457.99
626829	9/25/2018	004872 MAIL FINANCE INC, A NEOPOST USA COMPAN	N7326768	P-0000015097	Lease N17043418 Folder/Inserter	1,020.84
						Total : 1,020.84
626830	9/25/2018	005918 MATTHEW RYAN	1		REIMBURSEMENT FOR WILDLAND BO	150.00
						Total : 150.00
626831	9/25/2018	005920 MITCHELL STANLEY	993761931		ACCOUNT CLOSED REFUND OVERPAY	229.30
						Total : 229.30
626832	9/25/2018	000662 MULTI W SYSTEMS INC	31831060	P-0000015312	Wear plate assembly for 3" self priming	1,461.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626832	9/25/2018	000662 000662 MULTI W SYSTEMS INC	(Continued)			Total : 1,461.15
626833	9/25/2018	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1261201 IN1261641	P-0000015048 P-0000015048	FIREFIGHTER EQUIPMENT STRUCTURAL GLOVES AND STRUCTU	449.43 662.94 Total : 1,112.37
626834	9/25/2018	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000714 000715 000716 000717 000718 000719	P-0000015204 P-0000015205 P-0000015206 P-0000015207 P-0000015313 P-0000015258	2018-19 ANNUAL LMD MAINT CONTRAC 2018-19 MAINTENANCE CONTRACT FC 2018-19 - MISC REPAIRS & MAINT IN LM MISC REPAIRS ON BARTON RD MEDIA CLEAN UP ON BARTON RD PARKWAY CLEAN UP AT THE HABITAT AREA	10,622.81 3,139.66 3,190.75 705.15 1,867.50 3,368.00 Total : 22,893.87
626835	9/25/2018	000677 NFPA	7284075X		MEMBERSHIP RENEWAL BRADFIELD	175.00 Total : 175.00
626836	9/25/2018	001613 OFFICE DEPOT, INC	165310997002 192234142001 194631307001 194642012001 196090547001 199134173001	P-0000015052 P-0000015052 P-0000015052 P-0000015052 P-0000015052 P-0000015052	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	45.22 82.05 9.86 45.38 35.78 277.63 Total : 495.92
626837	9/25/2018	004401 ORKIN PEST CONTROL	173068752 174685593 174685999	P-0000015208 P-0000015208 P-0000015208	PEST CONTROL SRVS AT CITY PROPE PEST CONTROL SRVS AT CITY PROPE PEST CONTROL SRVS AT CITY PROPE	46.80 66.48 47.90 Total : 161.18
626838	9/25/2018	000726 PARKHOUSE TIRE INC	2010582796 2010583003	P-0000015056 P-0000015056	TIRES TIRES	791.94 2,042.13 Total : 2,834.07
626839	9/25/2018	004094 PAUL LEMAY, LEMAY CONSTRUCTION	2479	P-0000015295	CITY YARD AND CITY HALL REPAIRS	3,855.00 Total : 3,855.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626840	9/25/2018	005037 PE FACILITY SOLUTIONS, LLC	118986	P-0000015166	JANITORIAL SRVS FOR CITY BUILDING	6,112.00
			119688	P-0000015157	BANQUET ROOM CLEANING OF COMV	750.00
					Total :	6,862.00
626841	9/25/2018	000766 PRUDENTIAL OVERALL SUPPLY	22646134	P-0000015062	SHOPS RAGS	46.68
			22653600	P-0000015062	SHOPS RAGS	46.68
					Total :	93.36
626842	9/25/2018	005880 PULSCO INC	5722	P-0000015314	SITE INSPECTION FOR SURGE TANKS	2,995.00
					Total :	2,995.00
626843	9/25/2018	000799 REDLANDS PLUMB HEAT A/C, INC.	RPCO00012684	P-0000015066	HEAT & A/C REPAIR AND MAINTENANC	29.80
					Total :	29.80
626844	9/25/2018	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 35897-35902			PROFESSIONAL/LEGAL SERVICES	4,189.61
					Total :	4,189.61
626845	9/25/2018	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	827-18	P-0000015067	WELL & BOOSTER SERVICE REPAIR &	545.88
			907-18	P-0000015067	WELL & BOOSTER SERVICE REPAIR &	485.88
					Total :	1,031.76
626846	9/25/2018	004562 ROGER E. FOX. M.D., FOX OCCUPATIONAL MI	91378-97598		PRE EMPLOYMENT PHYSICAL FOR JO	370.00
					Total :	370.00
626847	9/25/2018	001379 SAN BERNARDINO COUNTY, DENNIS DRAEGI	108320	P-0000015071	ASSESSOR PARCEL INFORMATION	6.00
					Total :	6.00
626848	9/25/2018	005722 SAN BERNARDINO COUNTY, RECORDER- CLI	371092018001		LIEN RELEASE	32.00
					Total :	32.00
626849	9/25/2018	003881 SB CO PROFESSIONAL FIREFIGHTER	SEPTEMBER 2018		DUES COLLECTED FOR SEPTEMBER 2	3,539.25
					Total :	3,539.25
626850	9/25/2018	003163 SBCTA	3	P-0000014879	REDLANDS PASSENGER RAIL PROJEC	55,566.60
					Total :	55,566.60
626851	9/25/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	87524529	P-0000015073	LANDSCAPE MATERIALS	114.47
			87825781	P-0000015073	LANDSCAPE MATERIALS	4.42

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626851	9/25/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)			
			87875562	P-0000015073	LANDSCAPE MATERIALS	285.89
			87934213	P-0000015073	LANDSCAPE MATERIALS	161.66
			87956457	P-0000015073	LANDSCAPE MATERIALS	227.64
					Total :	794.08
626852	9/25/2018	000865 SN BERNARDINO CO SHERIFF DEPT	17808		POLYGRAPH FOR JORGE PEREZ AND	373.62
					Total :	373.62
626853	9/25/2018	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	7,015.84
			STMT		ELECTRICITY SERVICE	1,120.97
			STMTS-5		ELECTRICITY SERVICE	2,410.25
					Total :	10,547.06
626854	9/25/2018	005849 ST FRANCIS ELECTRIC	18108704	P-0000015168	ANNUAL TRAFFIC SIGNAL MAINT 2018-	1,662.50
			18108705	P-0000015169	MISC TRAFFIC SIGNAL REPAIRS 2018-	2,139.13
			18108706	P-0000015169	MISC TRAFFIC SIGNAL REPAIRS 2018-	3,406.72
					Total :	7,208.35
626855	9/25/2018	001356 STAPLES BUSINESS ADVANTAGE	3388033829	P-0000015075	OFFICE SUPPLIES	45.22
					Total :	45.22
626856	9/25/2018	004459 THE TOLL ROADS VIOLATIONS DEPT	10440648		TOLL ROADS FEE	122.62
					Total :	122.62
626857	9/25/2018	002594 THOMAS INGALLS	1		REIMBURSEMENT FOR ENGLISH COM	1,070.00
			4		REIMBURSEMENT FOR CHIEF OFFICEI	300.00
					Total :	1,370.00
626858	9/25/2018	000213 TIME WARNER	0020150090718	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	83.47
			0030597090218	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	27.19
			0212906090518	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	42.02
					Total :	152.68
626859	9/25/2018	004936 TRAFFIC MANAGEMENT INC	447533	P-0000015085	SIGNS AND TRAFFIC SAFETY EQUIPMI	648.16
					Total :	648.16
626860	9/25/2018	005019 TUCKFIELD & ASSOCIATES	0492	P-0000014908	PREPARE WATER/SEWER RATE STUD'	4,719.10

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626860	9/25/2018	005019 005019 TUCKFIELD & ASSOCIATES	(Continued)			Total : 4,719.10
626861	9/25/2018	001854 UNDERGROUND SERVICE ALERT OF	820180143	P-0000015086	DIG ALERT NOTIFICATION	92.50
						Total : 92.50
626862	9/25/2018	004030 US TRONICS	M-12267AU18	P-0000015180	EMERGENCY SATELLITE PHONE SERV	167.85
						Total : 167.85
626863	9/25/2018	001977 VULCAN MATERIALS	71940532	P-0000015088	ASPHALT MATERIAL	77.40
						Total : 77.40
626864	9/25/2018	001917 WILBUR E & JUNE PURVIS, WILBUR'S	39159	P-0000015091	LAWNMOWER REPAIR AND MAINTENA	16.81
						Total : 16.81
626865	9/25/2018	001919 WILLDAN	002-19817	P-0000015092	BUILDING INSPECTION/PLAN CHECK S	9,342.72
						Total : 9,342.72
626866	9/25/2018	003968 WINZER FRANCHISE CORPORATION	6195993	P-0000015094	UTILITY MARKER SAFETY GREEN	251.14
						Total : 251.14
626867	9/25/2018	004353 WITTMAN ENTERPRISES, LLC	1808069	P-0000015123	EMS BILLING	3,609.83
						Total : 3,609.83
129 Vouchers for bank code : bofa						Bank total : 684,287.91
129 Vouchers in this report						Total vouchers : 684,287.91

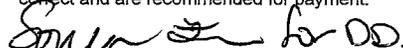
PAYROLL: \$310,334.26 9/20/2018

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. 384979; 626740 through 626867 for a total disbursement of \$ 684,287.91, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 10-09-2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

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10/01/2018 4:15:55PM

Voucher List
CITY OF LOMA LINDA
09-28-2018

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Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
50069	9/21/2018	000454 ICMA RETIREMENT CORP	2018092100050069		ICMA CONTRIBUTIONS-09/02-09/15/201	38,765.16
					Total :	38,765.16
626868	9/25/2018	000265 DIANA DE ANDA	REQUES		FLEX MEDICAL REIMBURSEMENT-2018	55.00
					Total :	55.00
626869	9/25/2018	004197 C.A.P.F.	OCTOBER 2018 BILLING		LONG TERM DISABILITY-OCTOBER201	661.50
					Total :	661.50
626870	9/25/2018	005127 VOLOGY, INC.	INV445024	P-0000015261	HP HARDWARE SUPPORT	6,551.52
					Total :	6,551.52
626871	9/25/2018	005311 CHRISTOPHER DEJONG	REQUEST		REIMBURSEMENT FOR FUEL TO TRAV	114.53
					Total :	114.53
626872	9/25/2018	005462 ACCOUNTEMP	51475508	P-0000015181	Temporary Acct Tech - Finance July 2018	508.40
					Total :	508.40
626873	9/27/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	88050876	P-0000015073	LANDSCAPE MATERIALS	80.13
					Total :	80.13
626874	9/27/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	86655956-001	P-0000015073	LANDSCAPE MATERIALS	52.81
					Total :	52.81
626875	9/27/2018	005364 TECHSTRATA	1001-25-27	P-0000015265	SWITCHES FOR THE SECURITY CAME	16,316.34
					Total :	16,316.34
626876	9/27/2018	001622 WILLDAN FINANCIAL SERVICES	010-38577	P-0000014518	TRACT 19963 - ANNEX INTO LMD AND	9,500.00
					Total :	9,500.00
626877	9/27/2018	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	38.85
					Total :	38.85
626878	9/27/2018	000840 CITY OF SAN BERNARDINO	133-132	P-0000014987	WATER PURCHASES	785.75
					Total :	785.75
626879	9/27/2018	004579 LCA BANK CORPORATION	125258-002		PW ENG PRINTER - LANIER LW426 AN	617.41

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Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626879	9/27/2018	004579 LCA BANK CORPORATION	(Continued)	P-0000015135		
					Total :	617.41
626880	9/27/2018	000841 CITY OF SAN BERNARDINO	2019-21000003	P-0000015321	ANIMAL CONTROL & SHELTER SERVIC	13,839.16
					Total :	13,839.16
626881	9/27/2018	001245 SO CALIF EDISON	STMT-1		ELECTRICITY SERVICE	26.05
					Total :	26.05
626882	9/27/2018	001245 SO CALIF EDISON	STMTS-4		ELECTRICITY SERVICE	58,623.95
					Total :	58,623.95
1001156073	9/10/2018	000773 P.E.R.S.	1001156073		HEALTH INSURANCE PREMIUM-SEPT 2	58,904.80
					Total :	58,904.80
1001156074	9/10/2018	000773 P.E.R.S.	1001156074		HEALTH INSURANCE PREMIUM-HOLD/	1,288.36
					Total :	1,288.36
1001157531	9/10/2018	000771 P.E.R.S.	1001157531		RETIREMENT CONTRIBUTIONS-AUGU	875.20
					Total :	875.20
1001159227	9/12/2018	000771 P.E.R.S.	1001159227/28/29/30		RETIREMENT CONTRIBUTIONS-08/05-(52,403.36
					Total :	52,403.36
1001164715	9/19/2018	000771 P.E.R.S.	1001164715/16/17/18		RETIREMENT CONTRIBUTIONS-08/19-(52,426.14
					Total :	52,426.14
21 Vouchers for bank code : bofa						Bank total : 312,434.42
21 Vouchers in this report						Total vouchers : 312,434.42

Bank code : bofa

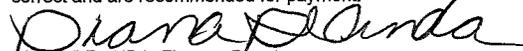
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.

50069; 626868 through 626882; 1001156073, 1001156074, 1001157531, 1001159227 & 1001164715 for a total disbursement of \$ 312,434.42, and to the best of

my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on

10/09/2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626883	10/2/2018	001631 JEFF BENDER	REQUEST		REIMBURSEMENT FOR PER DIEM MEA	66.16
					Total :	66.16
626884	10/2/2018	000265 DIANA DE ANDA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	65.00
					Total :	65.00
626885	10/2/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	86759269-001	P-0000015073	LANDSCAPE MATERIALS	176.47
					Total :	176.47
626886	10/9/2018	001984 ALLSTAR FIRE EQUIP. CO. INC.	210293	P-0000014973	SMALL TOOLS AND PPE	118.10
					Total :	118.10
626887	10/9/2018	003867 AMTECH ELEVATOR SERVICE	DVB06705A18	P-0000015127	LIBRARY ELEVATOR MAINTENANCE	725.61
					Total :	725.61
626888	10/9/2018	003833 ATKINSON, ANDESLON, LOYA, RUUD, & ROMK	552309	P-0000014723 P-0000015273	HR LEGAL MATTER 00023	1,053.15
					Total :	1,053.15
626889	10/9/2018	002570 BARR DOOR INC.	29911	P-0000014977	DOOR REPAIR COMPANY	278.16
					Total :	278.16
626890	10/9/2018	001400 BOOT BARN 4 SAN BERNARDINO	IVC0150493	P-0000014978	UNIFORM BOOTS & UNIFORM PANTS	155.46
					Total :	155.46
626891	10/9/2018	005299 BRENT GREGORY	1		REIMBURSEMENT FOR WILDLAND BO	150.00
					Total :	150.00
626892	10/9/2018	000110 BURTRONICS BUSINESS SYSTEM	AR48679	P-0000015339	PINTING COSTS FOR LANIER AND EPS	1,779.55
					Total :	1,779.55
626893	10/9/2018	005791 CENTURYLINK	73607352	P-0000015176	CITY INTERNET AND VOIP	4,757.23
					Total :	4,757.23
626894	10/9/2018	004397 CHEMPAK	105568 105630	P-0000014984 P-0000014984	CLEANING SUPPLIES CLEANING SUPPLIES	261.83 1,148.99

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626894	10/9/2018	004397 004397 CHEMPAK	(Continued)			Total : 1,410.82
626895	10/9/2018	000203 CLINICAL LABORATORY OF	964552	P-0000014990	TEST WATER AT WELL SITE	7,920.00
						Total : 7,920.00
626896	10/9/2018	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-405090	P-0000015331	RELAMP LIGHT FIXTURES AT LIBRARY	3,083.00
			6903-405234	P-0000014992	ELECTRICAL SUPPLIES	21.82
			6903-405335	P-0000014992	ELECTRICAL SUPPLIES	47.97
			6903-405522	P-0000014992	CREDIT	-518.40
			6903-405618	P-0000014992	ELECTRICAL SUPPLIES	151.76
			6903-405634	P-0000014992	ELECTRICAL SUPPLIES	122.04
			6903-405679	P-0000014992	ELECTRICAL SUPPLIES	559.39
			6903-405707	P-0000014992	ELECTRICAL SUPPLIES	66.78
			6903-405766	P-0000014992	ELECTRICAL SUPPLIES	388.80
						Total : 3,923.16
626897	10/9/2018	005762 CORE & MAIN	1659464	P-0000015332	METER BOXES	11,686.03
				P-0000015332		
						Total : 11,686.03
626898	10/9/2018	000236 COSTCO WHOLESALE	4781224710	P-0000014993	KITCHEN AND BATHROOM SUPPLIES	539.58
						Total : 539.58
626899	10/9/2018	001173 COUNTY OF SAN BERNARDINO, DEPT OF INF 22553		P-0000014994	PAGER MONITORING SERVICES	13.71
						Total : 13.71
626900	10/9/2018	005030 CS-AMSCO	14039	P-0000015212	EMERGENCY REPAIR THE INLET ACTU	982.91
			14044	P-0000015201	REPAIR AUMA ACTUATOR AT 8MG RES	4,479.61
						Total : 5,462.52
626901	10/9/2018	000143 CSMFO	200000824		PRASAD, K./DEVELOPING SUCESSFUL	200.00
						Total : 200.00
626902	10/9/2018	005088 DENNIS GRUBB & ASSOCIATES, LLC	1862	P-0000015114	FIRE PREVENTION PLAN CHECK & INS	350.00
						Total : 350.00
626903	10/9/2018	005593 DINOSAUR TIRE & ROAD SRVS INC	127536	P-0000015000	TIRES	709.53

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626903	10/9/2018	005593	005593 DINOSAUR TIRE & ROAD SRVS INC	(Continued)		Total : 709.53
626904	10/9/2018	005309	DIRECTV	35131131395	P-0000015183 SATELLITE TV SERVICES FOR EOC	43.79
						Total : 43.79
626905	10/9/2018	001765	DLT SOLUTIONS, LLC	4710245A	P-0000015310 AUTOCAD RENEWAL 18-19	1,585.73
						Total : 1,585.73
626906	10/9/2018	003035	DOUGLAS L. GOODMAN, GOODMAN & ASSOC 5211		P-0000014791 CONSTRUCTION ENGINEERING CALIF.	26,099.75
						Total : 26,099.75
626907	10/9/2018	005868	ECORP CONSULTING INC.	85130	P-0000014898 CULTURAL RESOURCE MONITORING F	8,768.90
						Total : 8,768.90
626908	10/9/2018	000316	EMPLOYMENT DEVELOPMENT DEPT	LMI-07187		LAST TWO QTRS 2017 AND FIRST TWC
						Total : 164.00
626909	10/9/2018	000325	EWING IRRIGATION PRODUCTS	6176050	P-0000015005 IRRIGATION SUPPLIES	57.02
				6259468	P-0000015005 IRRIGATION SUPPLIES	169.53
						Total : 226.55
626910	10/9/2018	000331	FAIRVIEW FORD SALES, INC	533881	P-0000015006 VEHICLE PARTS AND REPAIRS	23.55
				534428	P-0000015006 VEHICLE REPAIRS AND PARTS	116.18
						Total : 139.73
626911	10/9/2018	000336	FEDEX	6-306-49855	P-0000015007 COURIER SERVICE	100.27
				6-314-13248	P-0000015007 COURIER SERVICE	99.78
						Total : 200.05
626912	10/9/2018	005256	FLYERS ENERGY, LLC	18-772361	P-0000015009 FUEL	3,305.73
						Total : 3,305.73
626913	10/9/2018	004198	FOREMOST PROMOTIONS	447163	P-0000015317 FIRE PREVENTION WEEK & FIRE PR M	1,093.55
						Total : 1,093.55
626914	10/9/2018	005502	FRONTIER COMMUNICATIONS	909-796-3838-0512785		PHONE SERVICE
				909-799-7257-0624145		PHONE SERVICE
						123.83
						39.31

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626914	10/9/2018	005502 005502 FRONTIER COMMUNICATIONS	(Continued)			Total : 163.14
626915	10/9/2018	001523 GLENN B. DORNING, INC.	12925	P-0000015231	TRACTOR AND MOWER	55,257.33
						Total : 55,257.33
626916	10/9/2018	005255 GOPHER PATROL	310503	P-0000015210	GOPHER PATROL SRVS AT CITY PARK	290.00
			310744	P-0000015210	GOPHER PATROL SRVS AT CITY PARK	140.50
			310745	P-0000015210	GOPHER PATROL SRVS AT CITY PARK	295.00
			310864	P-0000015210	GOPHER PATROL SRVS AT CITY PARK	120.00
			310866	P-0000015210	GOPHER PATROL SRVS AT CITY PARK	275.00
			312149	P-0000015276	GOPHER CONTROL SRVS AT COTTON	180.00
			312150	P-0000015276	GOPHER CONTROL SRVS AT COTTON	180.00
						Total : 1,480.50
626917	10/9/2018	000402 HACH COMPANY	11145625	P-0000015155	SEWER FLOW METER MONITORING SI	1,000.00
						Total : 1,000.00
626918	10/9/2018	000537 HAROLD ANDERSON, L & L TOWING	9835		TOWING	120.00
						Total : 120.00
626919	10/9/2018	005458 HIRSCH PIPE & SUPPLY	6134358	P-0000015018	PLUMBING FIXTURES, SUPPLIES AND	17.54
						Total : 17.54
626920	10/9/2018	001728 INLAND LIGHTING SUPPLIES, INC	226162		LIGHTING SUPPLIES	367.90
						Total : 367.90
626921	10/9/2018	000480 INLAND WATER WORKS SUPPLY	S1016149.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	124.20
			S1016272.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	158.63
						Total : 282.83
626922	10/9/2018	005144 JAMES D. HUSS JR., WEST SWPPP SERVICE	180192	P-0000015323	WEED ABATEMENT SO. SIDE OF CANA	800.00
			180193	P-0000015030	WEED ABATEMENT	500.00
						Total : 1,300.00
626923	10/9/2018	005921 JOHNNY FRENES	1		REFUND	40.00
						Total : 40.00
626924	10/9/2018	001242 KATHLEEN MCGRADY, FAILSAFE TESTING	9951	P-0000015164	TEST & INSPECT 293' OF GROUND LAC	821.85

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626924	10/9/2018	001242	001242 KATHLEEN MCGRAD, FAILSAFE TESTIN (Continued)			Total : 821.85
626925	10/9/2018	005453	LARRY AGRE, MATCO TOOLS	371076 371409	P-0000015037 TOOLS P-0000015037 TOOLS	60.98 312.24 Total : 373.22
626926	10/9/2018	005922	LAVONNA BARBIERI	993764315	ACCOUNT CLOSED PREPAY REFUNDE	9.95 Total : 9.95
626927	10/9/2018	001733	LOWE'S COMPANIES, INC.	09846 10670 27015 27161 27355 27505 27685 27688 27691 27692 27756 27901 27991 28836 28837 44885804	P-0000015044 LYSOL, 42 GAL 24 CT CONTR CH, STYL P-0000015044 PAINT, PAN, BRUSH, DRYWALL COMPC P-0000015044 PROPANE TANK EXCHANGE P-0000015044 IMPROVEMENT SUPPLIES AND MATER P-0000015044 BROOM, 60 INCH BLK IRON P-0000015044 DRILL PUMP P-0000015044 WIRE WELD, LENS, WATER P-0000015044 WASHERS LARGE P-0000015044 BUTT SPLICE ASSORTED, RING TERMI P-0000015044 1/2 HP C-IRON TRANSFER PM P-0000015044 PALLET AND THUMBSCREW P-0000015044 IMPROVEMENT SUPPLIES AND MATER P-0000015044 SPRAY TIP SET P-0000015044 60 LB CONCRETE MIX P-0000015044 DURACELL 9V 4 PACK BATTERIES P-0000015044 CREDIT FOR THUMBSCREW	32.68 67.53 40.88 24.09 75.06 9.21 86.21 13.36 42.55 121.10 155.24 132.36 30.70 133.95 26.59 -141.80 Total : 849.71
626928	10/9/2018	002498	MICHAEL SEPULVEDA	1	REIMBURSEMENT FOR PARAMEDIC RI	270.00 Total : 270.00
626929	10/9/2018	000689	NEW PIG CORPORATION	22575930-00	NO FREEZE PATCHING PASTE FOR FU	96.41 Total : 96.41
626930	10/9/2018	001613	OFFICE DEPOT, INC	195461870002 199138928001 199528427001 199971127001 203255490001	P-0000015052 OFFICE SUPPLIES P-0000015052 OFFICE SUPPLIES P-0000015052 OFFICE SUPPLIES P-0000015052 OFFICE SUPPLIES P-0000015052 OFFICE SUPPLIES	56.02 5.81 108.63 9.63 174.94

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626930	10/9/2018	001613 OFFICE DEPOT, INC	(Continued)			
			203256247001	P-0000015052	OFFICE SUPPLIES	28.92
			208932845001	P-0000015052	OFFICE SUPPLIES	330.16
			209471104001	P-0000015052	OFFICE SUPPLIES	66.79
					Total :	780.90
626931	10/9/2018	005511 PARTS AUTHORITY	062-757097	P-0000015057	IDLE AIR CONTRC, FUEL PRESS REGC	99.01
			095-020641	P-0000015057	CREDIT	-71.12
			095-144826	P-0000015057	OIL FILTER, FUEL FILTER, WIPER BLAD	176.02
			095-146424	P-0000015057	12 VOLT BATTERY	275.88
					Total :	479.79
626932	10/9/2018	005595 PEOPLEREADY INC	23955604	P-0000015334	TEMPORARY EMPLOYEE SRVS FOR EI	843.60
			23978654	P-0000015334	TEMPORARY EMPLOYEE SRVS FOR EI	674.88
					Total :	1,518.48
626933	10/9/2018	001592 PHOENIX GROUP INFORMATION SYST	0820181143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	52.94
			082018143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	547.85
					Total :	600.79
626934	10/9/2018	005481 RICHARD FISHER	993764031		ACCOUNT CLOSED PREPAY REFUNDE	94.25
					Total :	94.25
626935	10/9/2018	005581 RIKKI MARIE LESLIE, GRAND BAZAAR WORK 21152		P-0000015198	UNIFORM PURCHASE FOR PW STAFF	3,381.49
					Total :	3,381.49
626936	10/9/2018	001701 ROBERT L. SMITH, BYRD INDUSTRIAL ELECT 911-18		P-0000015067	WELL & BOOSTER SERVICE REPAIR &	610.99
					Total :	610.99
626937	10/9/2018	002324 SAN BERNARDINO CO FIRE DEPT	LL119CC	P-0000015159	HOUSEHOLD HAZARDOUS WASTE CO	7,847.48
					Total :	7,847.48
626938	10/9/2018	003698 SCOTT ZEHM, 2 KOI GUYS	SEPT2018	P-0000015138	CITY FOUNTAIN ANNUAL MAINT	125.00
					Total :	125.00
626939	10/9/2018	001356 STAPLES BUSINESS ADVANTAGE	3390298908	P-0000015075	OFFICE SUPPLIES	211.50
				P-0000015075		
			3390298909	P-0000015075	OFFICE SUPPLIES	37.31

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626939	10/9/2018	001356 STAPLES BUSINESS ADVANTAGE	(Continued) 3390298911	P-0000015075	OFFICE SUPPLIES	11.84
Total :						260.65
626940	10/9/2018	001799 STRADLING,YOCCA, CARLSON, & RAUTH	346539-0058		LEGAL FEES	1,613.03
Total :						1,613.03
626941	10/9/2018	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	017368	P-0000015079	AUTO PARTS	164.49
			020101	P-0000015079	OIL FILTER AND NAPA NON DETER 30C	28.68
			020108	P-0000015079	OIL FILTER AND OIL	98.17
			020116	P-0000015079	CAMSHAFT SENSOR, CRANKSHAFT SE	80.25
			020438	P-0000015079	MERCON V ATF	40.66
			020509	P-0000015079	NAPA FILTER, NAPA AIR FILTER, NAPA I	93.03
			020523	P-0000015079	BATTERY	136.58
			020836	P-0000015079	RELAY	14.00
			020837	P-0000015079	FUEL FILTER, PCV VALVE, PCV END AS	27.03
			020898	P-0000015079	CREDIT FOR INVOICE#20523 092518	-19.40
			020983	P-0000015079	PURPLE POWER	45.32
			021355	P-0000015079	BATTERY	130.19
			021511	P-0000015079	FILTER, OIL FILTER, COOLANT, RADIAT	144.67
			021512	P-0000015079	OIL FILTER AND OIL	60.12
Total :						1,043.79
626942	10/9/2018	004536 THE GRAPHIC SOLUTION	6756	P-0000015081	GRAPHIC DESIGN & PRINTING SERVIC	5.39
Total :						5.39
626943	10/9/2018	001804 THE SUN	900492235		NEWSPAPER SUBSCRIPTION	176.17
Total :						176.17
626944	10/9/2018	002151 TRUGREEN LANDSCAPE	91600041	P-0000015336	VEGETATION CONTROL SERVICE AT W	2,023.95
Total :						2,023.95
626945	10/9/2018	003982 TURNOUT MAINTENANCE CO	19491		PROFESSIONAL CLEANING AND REPAI	263.00
Total :						263.00
626946	10/9/2018	005818 UNITED RENTALS	161096408-001	P-0000015324	SCISSOR LIFT RENTAL TO REPAIR LIGI	722.14
Total :						722.14

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626947	10/9/2018	001885 VISTA PAINT CORPORATION	2018-382735-00	P-0000015087	PAINT SUPPLIES	136.41
			2018-421872-00	P-0000015087	PAINT SUPPLIES	113.48
					Total :	249.89
626948	10/9/2018	001977 VULCAN MATERIALS	71951653	P-0000015088	ASPHALT MATERIALS	129.38
			71961015	P-0000015088	ASPHALT MATERIALS	81.97
					Total :	211.35
626949	10/9/2018	001622 WILLDAN FINANCIAL SERVICES	010-39285	P-0000015170	LMD ASSESSMENT RPT - ENGINEERIN	1,654.75
			010-39286	P-0000015171	SLA ASSESSMENT RPT - ENGINEERIN	1,767.50
					Total :	3,422.25
626950	10/9/2018	003968 WINZER FRANCHISE CORPORATION	6207754	P-0000015094	MARKING PAINT, NUTS AND BOLTS	278.93
					Total :	278.93
626951	10/9/2018	004538 WORK BOOT WAREHOUSE	5-52360	P-0000015095	WORK BOOTS	232.20
					Total :	232.20
69	Vouchers for bank code :	bofa			Bank total :	171,560.31
69	Vouchers in this report				Total vouchers :	171,560.31

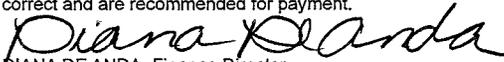
PAYROLL: \$327,561.65 10/04/2018

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. 626883 through 626951 for a total disbursement of \$ 171,560.31, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 10-09-2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: October 9, 2018
TO: City Council
SUBJECT: Minutes of September 11, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of September 11, 2018.

City of Loma Linda
City Council Minutes
Regular Meeting of September 11, 2018

A regular meeting of the City Council was called to order by Mayor Rigsby at 6:37 p.m., Tuesday, September 11 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present: Mayor Rhodes Rigsby
Mayor pro tempore John Lenart (arrived at 6:43 p.m.)
Ovidiu Popescu
Phill Dupper

Councilmen Absent: Ron Dailey

Others Present: Assistant City Manager Konrad Bolowich
City Attorney Richard E. Holdaway

The Pledge of Allegiance and invocation were led by Mayor Rigsby; no items were added or deleted.

Public Comment

William Chapman, Loma Linda resident and member serving on the San Bernardino County Superior Court Grand Jury, introduced himself and several other members of the Grand Jury in attendance. He indicated that the Grand Jury is essentially an investigative body with three basic investigatory responsibilities: to investigate and report on the functioning of local government including the county, special districts and cities; to hear evidence and determine whether there was sufficient cause to indict individual suspected of crimes; and to investigate reports of willful or corrupt misconduct of public officials. Pamphlets were available and he would be staying for the remainder of the meeting and welcomed questions from members of the public afterwards.

T. Milford Harrison, Loma Linda resident and representative to the San Bernardino Valley Water Conservation District Board addressed the City Council. He indicated that the Board has recently met with and entered into a Joint Participation Agreement with the San Bernardino Municipal Water District. The Agreement represents a cooperative effort to bring more water to the San Bernardino Valley and to join in conservation efforts. He indicated that he was one of three candidates running for election to the San Bernardino Valley Municipal Water District Board to replace a long time member who was retiring.

Heath Nicola, 3rd generation Loma Linda Resident addressed the City Council regarding safety concerns on Stewart Street, Mound Street and Shepardson Drive around the Drayson Center. He suggested lowering the speed limit as a solution to some of the concerns. City Manager indicated the Traffic Advisory Committee addressed such issues and he would place the item on their next agenda and invited Mr. Nicola to attend.

Bill Arnold, LL Chamber of Commerce President, talked about upcoming Chamber events – the Networking Breakfast held the first Wednesday of each month and the topics for the next couple of months; the golf tournament scheduled for November 5; and the Farmer’s Market and Artisan Fair that was scheduled to begin October 2 and held every Tuesday thereafter from 4 pm to 8 pm in the parking lot behind City Hall and invited everyone to attend. He invited the City Council for a kick-off and photo opportunity at approximately 6 p.m. on October 2. He indicated that the Chamber was enjoying great success and thanked the City Council and Staff for their continued support of the Chamber of Commerce.

CC-2018-064 - Presentations – in recognition of outstanding community service

Art Walls – Traffic Advisory Committee 2004 – 2018
Don Bender – Traffic Advisory Committee 1989 - 2018
Jeannie Wisseman – Trails Development Committee 2002 – 2018
Betty Stark – Parks, Recreation, Beautification Committee 1999 – 2018
Douglas Ziprick – Trails Development Committee 2011-2018

Presentations were made to Art Walls, Don Bender and Jeannie Wisseman in recognition of their contributions to the City in service on various committees. Betty Stark and Douglas Ziprick were unfortunately unable to attend.

Don Bender and Jeannie Wisseman comment briefly and thanked the City Council and Staff for the recognition.

CC-2018-065 - Presentation – San Bernardino County Sheriff HOPE Team

Lt. Matt Griffith introduced Deputy Mike Jones and Deputy Aaron Halloway from the HOPE Team.

Deputy Jones presented on behalf of The Homeless Outreach and Proactive Enforcement (H.O.P.E.). He indicated the program was a pro-active approach intended to ultimately reduce calls for service and other resources currently required to deal with the homeless population. Currently, the H.O.P.E. team was a four-man team assigned throughout the County. Three Department personnel were assigned to the H.O.P.E. team, each responsible for a region of the county to connect the homeless with resources, service providers, and points of contact for each station.

The H.O.P.E. program aims to balance pro-active outreach with enforcement of the law, while connecting members of the homeless population with resources that may help them transition from homelessness. The ultimate goal is to reduce the rate of recidivism and reduce the current costs associated to homeless related crime.

The vision of H.O.P.E. is to increase the quality of life for all citizens of San Bernardino County by reducing crime associated with the homeless population and subsequently saving taxpayer costs and resources.

Over the past five years, about 60% of the contacts have a mental health diagnosis, along with alcohol and drug issues; more than 5,000 individuals have been contacted around the County, about 130 in Loma Linda; and 1,500 have been moved into housing.

They indicated brochures were available for the public.

Councilman Dupper commented on the program and the collaborative efforts from all different County departments. He thanked the Deputies for the work they do and taking the time to discuss the program.

The Deputy Jones responded to questions. He said they worked with cities' code enforcement and/or public works departments, as well as behavioral health and VA working with the homeless. Regarding efforts to combat panhandling, he indicated that in 2014 the Sheriff's department started a campaign "Positive Change NOT Spare Change" that works to educate the community on panhandling and encourage them to make a difference by giving to a charity rather than to the panhandler.

Mayor Rigsby thanked Deputy Jones and Deputy Halloway for their presentation.

CC-2018-066 - Consent Calendar

City Manager indicated that the Five-year Capital Project Needs Analysis is the list of projects to SBCTA

and when funding is available, it is allotted to the various projects on the list.

Finance Director DeAnda responded to a question regarding a payment on the demands register, indicating the payment to CalPERS was for the City's accrued unfunded liability for fiscal year 2018-2019, based on the CalPERS thirty-year amortization schedule. There was a discount for paying the entire amount in one payment rather than monthly payments.

Motion by Popescu, seconded by Lenart and carried unanimously to approve the following (Dailey absent):

The demands register dated:

- August 28, 2018 for with commercial demands totaling \$1,771,462.18 and payroll demands dated August 23, 2018 totaling \$389,812.11;
- August 30, 2018 for FY 2017-2018 with commercial demands totaling \$740,880.28;
- September 11, 2018 for FY 2018-2019 with commercial demands totaling \$2,273,102.46 and payroll demands dated September 6, 2018 totaling \$330,653.08.

The minutes of August 14, 2018 as presented.

The August 2018 Treasurer's Report for filing.

The August 2018 Fire Department Report for filing.

Adopted Resolution No.2989 - Adopting a Five-year Capital Project Needs Analysis, Fiscal Years 2019-20 through 2023-24

Resolution No. 2989

A Resolution of the City Council of the City of Loma Linda, State of California, adopting the Measure I Five-year Capital Projects Needs Analysis for fiscal years 2019-2020 through 2023-2024

Awarded contract for Pavement Rehabilitation at Various Locations (CIP 18-183) to All American Asphalt in an amount of \$419,966.15, with a contingency amount of \$42,000 ($\pm 10\%$)

Awarded the contract for Cottonwood Park Improvements (CIP 18-735) to Tot Lot Pros of Fontana in an amount of \$47,042.14, with a contingency amount of \$5,000 ($\pm 10\%$)

Awarded the contract for Expansion of the Loma Linda City parks video security systems to Professional Access CCTV & Electrical (PACE)

Accepted the Offer of Dedication for Landscape Maintenance District Areas of Tract 19963, north of Orange Avenue along New Jersey and authorized City Manager to sign the acceptance document

Received for filing the Biennial review of the City's Conflict of Interest Code pursuant to the Political Reform Act

Declared surplus and authorized disposal of various technology devices and associated equipment

CC-2018-067 – Council Bill #O-2018-06 (Second Reading/Roll Call Vote) - amending Title 17 Zoning, Chapter 17.40, Section 17.40.010 "Purpose and Intent" for the Commercial and Industrial Zones (Zone Map Change No. P18-013 and Development Code Amendment No. P18-014) for properties located within Mountain View Plaza (NE corner of Mountain View Avenue & Barton Road) APNS 0292-421-02 - 03, & 05 – 13 - per previously invoked Rule of Necessity, Councilmen Dupper, Dailey and Lenart sit to constitute a quorum

Motion by Dupper, seconded by Lenart and carried to continue to the regular City Council meeting of October 9, 2018 due to a lack of quorum. Dailey absent.

CC-2018-068 – Council Bill #O-2018-07 (Second Reading/Roll Call Vote) - amending the East Valley Corridor Specific Plan Boundary for a single parcel located on the west side of Poplar Street south of Redlands Boulevard, and, amending the Official Zoning Map of the City of Loma Linda from Very High Density Residence (R-3) to East Valley Corridor General Commercial (EVC-CG) for the same single parcel located at 10522 Poplar Street (APN 0283-114-49) (Specific Plan Amendment/Zone Map Change No. P18-038)

Associate Planner Matarrita indicated the staff report had been presented at the Public Hearing on September 11; there was no additional information to report.

Motion by Popescu, seconded by Lenart and carried to adopt Council Bill #O-2018-07 amending the East Valley Corridor Specific Plan Boundary for a single parcel located on the west side of Poplar Street south of Redlands Boulevard, and, amending the Official Zoning Map of the City of Loma Linda from Very High Density Residence (R-3) to East Valley Corridor General Commercial (EVC-CG) for the same single parcel located at 10522 Poplar Street (APN 0283-114-49) (Specific Plan Amendment/Zone Map Change No. P18-038)), waive reading the ordinance in its entirety, direct City Clerk to read by title only and call for the vote. Dailey absent.

Ordinance No. 750

An Ordinance of the City Council of the City of Loma Linda, California, amending the East Valley Corridor Specific Plan Boundary for a single parcel located on the West side of Poplar Street South of Redlands Boulevard, and, amending the Official Zoning Map of the City of Loma Linda from Very High Density Residence (R-3) to East Valley Corridor General Commercial (Evc-Cg) for the same single parcel located at 10522 Poplar Street (Apn 0283-114-49) (Specific Plan Amendment/Zone Map Change No. P18-038)

In response to questions, Associate Planner Matarrita indicated this third of four zone changes allowed per year.

CC-2018-069 – Council Bill #O-2018-08 (Second Reading/Roll Call Vote) – adding Title 10.27.030 – Commercial Vehicle Parking – of the Loma Linda Municipal Code regarding parking restricted or prohibited on certain streets

Mayor Rigsby commented on the wording revisions to more accurately reflect the intent of the Ordinance as discussed at the September 11 meeting. He felt the wording presented did not resolve the original concerns. His concerns were in regard to the City's current Sign Code restrictions, how they affected businesses without street frontage and available signage opportunities, and how this addition to the LLMC regarding Commercial Vehicle Parking as it applied to "trailers" would limit even further advertising opportunities for these businesses. He believed the objective of this Ordinance was to limit heavy vehicle/truck parking to prevent damage to City streets and his concerns dealt with light-weight trailers.

Councilman Dupper expressed his concerns regarding the increasing number of semi tractor-trailers parked for extended periods in the commercial areas of town. This ordinance would curtail that parking.

Discussion ensued, with City Attorney Holdaway suggesting several non-substantive modifications to the wording. Final conclusion was to add the word "commercial" before "...vehicles on a public..." in both 10.27.030A. and B.; and add the word "detached" before the word "trailers" in both 103.27.030A(1) and B(1).

Motion by Dupper, seconded by Lenart and carried to adopt Council Bill #O-2018-08 adding Title 10.27.030 – Commercial Vehicle Parking – of the Loma Linda Municipal Code regarding parking restricted or prohibited on certain streets as amended to remove the word “trailers” from the enumerated list under “A” and “B”, waive reading the ordinance in its entirety, direct City Clerk to read by title only and call for the vote. Dailey absent.

Ordinance No. 751

An Ordinance of the City Council of the City of Loma Linda to update and amend Municipal Code Section 10.27, Commercial Vehicle Parking

CC-2018-070 – Council Bill #R-2018-34 - Adopting the Measure I Five-Year Capital Improvement Plan

City Manager Thaipejr indicated that the Plan, if approved by the City Council, would be forwarded to the SBCTA. Typically only the current year projects are budget, with the remaining four years of the plan being for planning purposes. He continued reviewing the projects scheduled and budgeted for the 2018-2019 fiscal year and those scheduled for subsequent years.

Motion by Popescu, seconded by Dupper and carried to adopt Council Bill #R-2018-34 Adopting the Measure I Five-Year Capital Improvement Plan. Dailey absent.

Resolution No. 2990

A Resolution of the City Council of the City of Loma Linda, State of California, adopting the Measure I Five-Year Capital Improvement Plan for FY 2018/2019 through FY 2022/2023

CC-2018-071–League of California Cities 2017 Annual Conference Resolutions Packet and direction to voting delegate

Councilman Dupper provided an overview of the 2 resolutions to be considered by the League of California Cities at their annual conference. City Manager Jarb Thaipejr and Councilman Phill Dupper would be attending. City Council provided direction to voting delegates to support both resolutions as indicated in the Packet.

Reports of Councilmen

Councilman Popescu asked, and with a consensus of the City Council, that a resolution taking a position Proposition 6 be agendized for the next City Council meeting.

Councilman Popescu commented on the orange groves behind Heritage Park and on adjacent City property not being watered and becoming a fire hazard. City Manager indicated that the groves behind Heritage Park were being watered.

City Manager indicated that the California Street widening would be complete and California Street reopened on September 21.

Mayor Rigsby reported that he would be attending and speaking at the 40th anniversary celebrations at both the Filipino and Indonesian Churches later this month and congratulated both on the milestone. He would also be attending the inauguration of the new priest at St. Joseph the Worker Church the coming weekend.

Councilman Popescu noted the SBIAA 4th Annual Air Show, SBD Fest, scheduled for November 3rd and 4th. Tickets were currently available online.

Reports of Officers

The meeting adjourned at 8:50 p.m.

Approved at the meeting of

City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018

TO: City Council

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

SUBJECT: Adopt City Council Bill R 2018-37, Budget Revenue and Approve an Appropriation for Measure I – Major Arterial Streets.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council adopt Council Bill R 2018-37, accepting budget revenue of \$1,723,500.00 and approving an appropriation of \$1,000,000.00 in expenditures in the Measure I Major Street Arterial (MSART) fund to complete Redlands Boulevard and California Street for improvements and street widening.

BACKGROUND

We have been notified by San Bernardino County Transportation Authority (SBCTA) that our street widening project at Redlands Boulevard and California Street is eligible to utilize Measure I Major Streets/Arterial sub program funding for the 61.2% matching share. The Capital Project Needs Analysis (CPNA), which is reviewed and approved annually, has identified this project as eligible for reimbursement funding. The remaining 38.8% match share is generated through Traffic Mitigation fees collected through development. The Capital Projects –Successor Agency bond proceeds funding being used up to this point will be returned and redirected toward other approved Capital Improvement Program projects. Therefore, the funding recommendation for these upcoming projects will identify the Capital Projects –Successor Agency bond proceeds at the time of contract award.

ANALYSIS

Previous Measure I MSART funding and expenditures have been reclassified and reimbursed. Staff will continue to prepare periodic reimbursement documentation for submittal to SBCTA, this item is in preparation to receive that funding.

FINANCIAL IMPACT

Appropriate \$1,000,000.00 in the Measure I MSART fund for Redlands Boulevard and California Street improvements and street widening into the Expenditure Account No 27-5345-8500 and appropriate revenue of \$1,723,500 in Account No. 27-9166.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
STATE OF CALIFORNIA, ACCEPTING REVENUE FROM SAN BERNARDINO
COUNTY TRANSPORTATION AUTHORITY MEASURE I MAJOR STREET
ARTERIAL FUND (MSART)

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as 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. 04-01 of the Authority, and

WHEREAS, Expenditure Plans of the Ordinances require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction, and

WHEREAS, Expenditure Plans of the Ordinances also require that each local jurisdiction annually adopt and update its Capital Project Needs Analysis, and

WHEREAS, Redlands Boulevard and California Street widening and improvement project is included in the adopted Capital Project Needs Analysis,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda, State of California, hereby accepts \$1,723,500.00 of Measure I Major Street Arterial funding for our Capital Improvement Program.

PASSED, APPROVED AND ADOPTED this 9th day of October 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhodes Rigsby, Mayor

Attest:

Barbara Nicholson, City Clerk



City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: October 9, 2018
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director 
SUBJECT: Reallocate \$554,000 from Successor Agency Bond Proceeds for Various Capital Improvement Projects

RECOMMENDATION

It is recommended that the City Council reallocate \$554,000 of unspent encumbered Successor Agency Bond funds for the Capital Improvement Program projects listed below.

BACKGROUND

Funds were appropriated in last year's budget for construction of the Redlands Boulevard and California Street widening project. During the construction phase, \$1M of regional Measure I – Major Arterial Streets (MSART) funds were identified as eligible for the project. We are in the process of accepting those monies at this time.

ANALYSIS:

By accepting the regional MSART funding for the Redlands Boulevard and California Street widening project, \$1M of Successor Agency bond funds are freed up for other qualifying projects. The following projects are Successor Agency bond fund eligible:

- \$250,000 – Waterline/Pavement rehabilitation at Daisy Ave., Iris Ave., Tulip Ave., Aster St., Starr St., and Campus St.
- \$184,000 – Pavement rehabilitation at Barton Rd. frontage road.
- \$100,000 – Street improvement design at Anderson St. from Stewart St. to Barton Rd.
- \$20,000 – Pavement rehabilitation by Replay method at Khan Drive, Vollmer Drive, Price Drive, Paulson Drive and Wareham Court

FINANCIAL IMPACT:

Funding exists in Account No. 45-2400-8500 to be reallocate from Redlands Blvd. and California St. widening project to projects listed above.



City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018

TO: City Council

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

SUBJECT: Award Contract for CDBG Pavement Rehabilitation at Starr Street, Hillcrest Street and Richardson Street (CIP 18-185)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award contracts in an amount of \$150,384.00 to Hardy & Harper, In. of Santa Ana, CA for the subject construction and approve a contingency amount of \$15,000.00 ($\pm 10\%$).

BACKGROUND:

City staff is constantly monitoring infrastructure for safety concerns, signs of aging and capacity requirements. Staff completed a survey of various improvements and this project is a result. The project is to replace worn pavements. This project will be funded by Community Development Block Grant (CDBG) and SB 1 funds. It has been identified and approved on the current Capital Improvement Program list.

ANALYSIS:

City Council approved the annual budget which included this capital improvement project. Staff advertised for competitive bids, four (4) bids were received and opened on September 18, 2018. Bids ranged from a low of \$150,384.00 to a high of \$179,940.00 (see attached). The low bidder, Hardy & Harper, In. of Santa Ana, CA, has been checked for references and licenses. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$15,000 for such circumstances.

FINANCIAL IMPACT:

Funding is available in Account Nos. 32-5400-8500 and 07-7300-8500.

Starr St., Richardson St., Hillcrest St. Pavement Rehabilitation 2018
Bid Opening on Sept. 18, 2018

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Hardy & Harper	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$20,000.00	\$20,000.00	\$27,964.00	\$27,964.00
2	Traffic Control	L.S.	1	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
3	Colding Milling 0.1' Thick	S.Y.	8,760	\$2.50	\$21,900.00	\$2.00	\$17,520.00
4	Pulvertization 3.0" Thick	S.Y.	1,150	\$5.00	\$5,750.00	\$7.00	\$8,050.00
5	ARHM Pavement	TON	865	\$100.00	\$86,500.00	\$80.00	\$69,200.00
6	Adjust MH to grade	EA.	5	\$850.00	\$4,250.00	\$800.00	\$4,000.00
7	Adjust water valve to grade	EA.	7	\$350.00	\$2,450.00	\$50.00	\$350.00
8	PCC Cross Gutter	L.F.	36	\$275.00	\$9,900.00	\$250.00	\$9,000.00
9	Stop / Stop bar pavement marker	EA.	6	\$400.00	\$2,400.00	\$550.00	\$3,300.00
				\$158,150.00		\$150,384.00	

ITEM	DESCRIPTION	UNIT	QUANTITY	All American Asphalt		LC Paving	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$12,700.00	\$12,700.00	\$10,000.00	\$10,000.00
2	Traffic Control	L.S.	1	\$2,900.00	\$2,900.00	\$14,000.00	\$14,000.00
3	Colding Milling 0.1' Thick	S.Y.	8,760	\$2.30	\$20,148.00	\$1.93	\$16,906.80
4	Pulvertization 3.0" Thick	S.Y.	1,150	\$11.30	\$12,995.00	\$15.92	\$18,308.00
5	ARHM Pavement	TON	865	\$95.80	\$82,867.00	\$120.00	\$103,800.00
6	Adjust MH to grade	EA.	5	\$983.00	\$4,915.00	\$695.00	\$3,475.00
7	Adjust water valve to grade	EA.	7	\$468.00	\$3,276.00	\$185.00	\$1,295.00
8	PCC Cross Gutter	L.F.	36	\$380.00	\$13,680.00	\$168.00	\$6,048.00
9	Stop / Stop bar pavement marker	EA.	6	\$538.00	\$3,228.00	\$361.00	\$2,166.00
				\$156,709.00		\$175,998.80	

ITEM	DESCRIPTION	UNIT	QUANTITY	Vance Corporation	
				UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$15,000.00	\$15,000.00
2	Traffic Control	L.S.	1	\$20,000.00	\$20,000.00
3	Colding Milling 0.1' Thick	S.Y.	8,760	\$3.00	\$26,280.00
4	Pulvertization 3.0" Thick	S.Y.	1,150	\$9.00	\$10,350.00
5	ARHM Pavement	TON	865	\$94.00	\$81,310.00
6	Adjust MH to grade	EA.	5	\$2,000.00	\$10,000.00
7	Adjust water valve to grade	EA.	7	\$800.00	\$5,600.00
8	PCC Cross Gutter	L.F.	36	\$250.00	\$9,000.00
9	Stop / Stop bar pavement marker	EA.	6	\$400.00	\$2,400.00
				\$179,940.00	



City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*
SUBJECT: Award Contract to Resurface and Stripe Tennis and Pickle Ball Courts.

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

RECOMMENDATION:

It is recommended that the City Council award a contract in an amount of \$15,600.00 to California Surfacing of Claremont, CA for the subject construction and approve a contingency amount of \$1,600.00 ($\pm 10\%$).

BACKGROUND:

Per City Council direction, staff identified a location, the existing basketball court, within Elmer Digne Park that can be utilized for a pickle ball court. Additionally, during the investigation, it was noted that the tennis courts at Leonard Bailey Park are in need of resurfacing. Resurfacing involves a two coat material over an epoxy primer. Both pickle ball and tennis utilize similar surfacing material but with different colors schemes.

ANALYSIS:

Staff contacted local vendors to assess the existing surfacing for recommendations. Of the 5 contacted vendors, California Surfacing of Claremont provided the only complete quote for the work. The vendor proposes to pressure wash the existing surface, apply an epoxy primer then 2 coats of surfacing material. The color schemes are dark green and dark blue for pickle ball and dark green and red for tennis. Striping will be per USTA textured white lines.

FINANCIAL IMPACT:

Funding is available in Account No. 04-5320-8500.

\\CCL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Award of Contract\Stripe Pickle Ball Court 2108.doc



City of Loma Linda Official Report

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

COUNCIL AGENDA: September 11, 2018

TO: City Council

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

SUBJECT: Award Contract for Street Rehabilitation on Khan Drive, Vollmer Drive, Price Drive, Paulson Drive and Wareham Court (CIP 18-181)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award a contract in an amount of \$17,560.00 to Mike Roquet Construction Inc. of Highland, CA for the subject construction and approve a contingency amount of \$2,000.00 (±10%).

BACKGROUND:

City staff is constantly monitoring infrastructure for safety concerns, signs of aging and amenity improvements. Staff completed a survey of street improvements and this project is a result. The project is to apply a rejuvenating agent to the road surface to extend the service life of the pavement. This project has been identified and approved on the current Capital Improvement Program list. This is a pilot program approved after a successful demonstration project 2 years ago in the City employee parking lot next to Fire Station No. 1.

ANALYSIS:

Staff continues to research and analyze various products that are made available for our pavement maintenance program. The 3 basic methods utilized, in descending order of cost, are:

1. Slurry seal – for pavements 7-10 years old, extends life 5 years.
2. Grind and overlay – for damaged pavements 10-15 years old, extends life 5-10 years.
3. Remove and replace – for structurally damaged pavements, extends life 15 years.

This product reportedly combines rejuvenating benefits of slurry seal to a depth of a 1” overlay. With a periodic application every 3-5 years the overlay process may be postponed for up to 20 years. However, the application must be made prior to damage (cracking) occurring. This is a proprietary product developed in northern California and this contractor is the local licensed applicator.

It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$2,000 (±10%) for such circumstances.

FINANCIAL IMPACT:

Funding is available in Account No. 45-2400-8500.



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: October 9, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk *BN*

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

SUBJECT: Request from Laura Ramirez for City water service for property located within the City's Sphere of Influence, but outside of the incorporated City boundaries (26307 Beaumont Avenue)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the subject Irrevocable Pre-annexation Agreement which allows the City to provide water service to 26307 Beaumont Avenue.

BACKGROUND

City policy allows utility services, based on availability, to be provided outside the incorporated city limits. As a condition of approval, the property owner must enter into a pre-annexation agreement as processed through the Local Agency Formation Commission (LAFCO). The property owner must agree to have the subject property annexed into the City at such time as annexation is proposed.

ANALYSIS

The request is to connect the property to the existing water main in Beaumont Avenue. Any and all construction required to extend services shall be to City standards and under permit. There is capacity available within the existing system to service this parcel.

FINANCIAL IMPACT

None.

Laura Ramirez
PO Box 1525
Loma Linda, CA 92354
909-792-5934

RECEIVED
DATE

SEP 10 2018
CITY OF LOMA LINDA
PUBLIC WORKS

August 24, 2018

City of Loma Linda
25541 Barton Road
Loma Linda, Ca 92354
Attn: Mr. Jarb Thaipejr
City Manager

Dear Mr. Thaipejr,

This letter is to formally request approval for water service from the City of Loma Linda for my property at 26307 Beaumont Avenue in Redlands. I acknowledge that if I am approved for water service and ask Loma Linda to provide such service, I must pay the reasonable and necessary fees to receive such service. If you have any questions or need any further information to process this request, please let me know.

Best Regards,



Laura Ramirez
Property Owner

Recording Requested By And
When Recorded Mail To:

Barbara Nicholson
City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

APN# 0293-052-12-0000

Exempt from Recording Fee
Government Code 6103

AN IRREVOCABLE AGREEMENT
TO ANNEX TO THE CITY OF LOMA LINDA

This Agreement is made this _____ day of _____, between Laura Ramirez, hereinafter referred to as "owner," and the City of Loma Linda, hereinafter referred to as "City."

WHEREAS, owner is the legal property owner of the real property consisting of approximately 1.055 acres, located at 26307 Beaumont Avenue, Redlands; also referenced as San Bernardino County Tax Assessor Parcel No. 0293-052-12-0000, shown as Exhibit "A" attached and more fully described in Exhibit "B" attached; and

WHEREAS, the subject property is within the unincorporated area of San Bernardino County, which is a part of the City of Loma Linda Sphere of Influence; and

WHEREAS, owner has an urgent need to connect to and utilize the City of Loma Linda water system; said system otherwise being available only to properties within the City of Loma Linda corporate limits; and

WHEREAS, owner is desirous of annexing to the City of Loma Linda; and

WHEREAS, the City of Loma Linda is willing to consent to the connection of said property to the water main only on the condition that the property be annexed to the City of Loma Linda at the earliest possible time; and

WHEREAS, the City of Loma Linda intends to pursue annexation of owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for owners of the said property; and

WHEREAS, the agreements, conditions and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein, and shall create an equitable servitude upon the land and operate as a covenant running with the land, for the benefit

of the owner of the land and his heirs, successors, and assigns;

NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give his irrevocable consent to annex to the City of Loma Linda at such time as the annexation may be properly approved through appropriate legal proceedings, and owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent, prepared by the City, and submitting any evidence reasonably within the control of owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of owner to institute any litigation or judicial proceeding whatsoever to force annexation to the City of Loma Linda.

2. The City of Loma Linda does hereby agree to authorize the connection of said property to the water main located in Beaumont Avenue. Said connection to the water main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the water, and owner agrees to be bound by all City ordinances, rules and regulations respecting the water system.

5. This Agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that County standard(s) shall apply when more restrictive than City standard(s).

7. Owner shall execute the Agreement on behalf of himself, his heirs, successors and assigns; and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit to the subject property will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

EXECUTED THIS _____ DAY OF _____,

SIGNATURES ON NEXT PAGE

LAURA RAMIREZ
OWNER



CITY OF LOMA LINDA

By: _____
Rhodes Rigsby, Mayor

Attest: _____
Barbara Nicholson, City Clerk

The Mayor and City Clerk of the City of Loma Linda have been authorized to execute this Agreement on behalf of the City of Loma Linda at a regularly held meeting of the City Council held on _____.

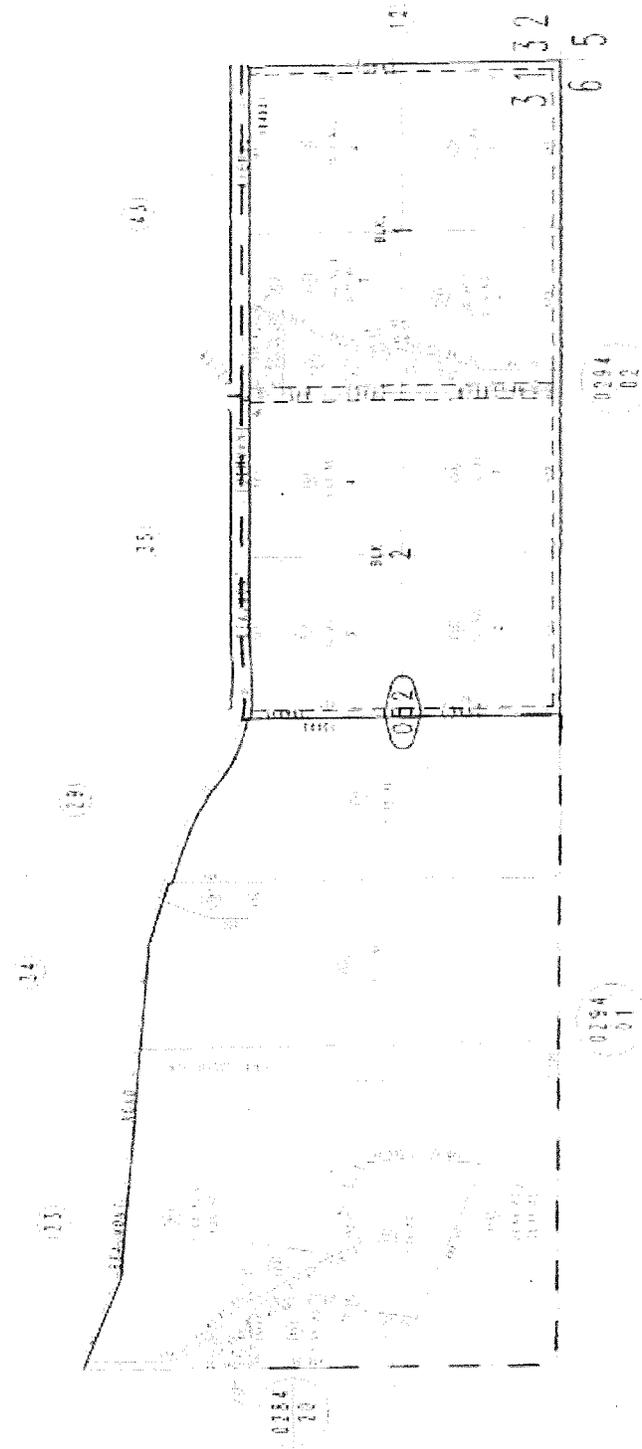
Pin. S1/2 Sec.31, T.1S.,R.3W., S.B.8.&M.

City of Loma Linda
Redlands Unified
Tax Rate Area
13003 104031 0293-05



31

EXHIBIT "A"



Assessor's Map
Book 0293 Page 05
San Bernardino County

EXHIBIT "B"

MAYBERRY AND WHITTIER SUB PTN LOT 3 BLK 1 DESC AS FOLLOWS COM AT PT
1320 FT N AND 964 FT W OF SE COR SEC 31 TP 1S R 3W S 27 DEG 32 MIN W 193.3 FT S
89 DEG 52 MIN W 290.55 FT N 171.2 FT N 89 DEG 52 MIN E 380.3 FT TO BEG
TOGETHER WITH PTN OF WHITTIER AVE VACATED ADJ ON WEST

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California

County of San Bernardino

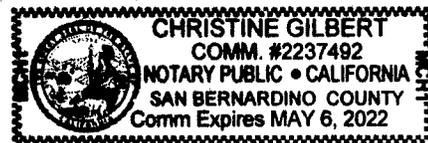
On 9.28.18 before me, Christine Gilbert, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Christine Gilbert (Seal)
Signature of Notary Public





City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018
TO: City Council
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Support Services for Internet Services

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council appropriate \$62,000 for support services provided for the LLCCP services for September through December 2018.

BACKGROUND

Alethea, Inc. is a leader in the managed services and Internet Services Provider (ISP) management. They have been an integral partner with LLCCP in the continued operation of the program. The LLCCP is in negotiations to transfer operations off the LLCCP. In the interim, there is a requirement for desktop and help desk support as well as network administration. This appropriation is to cover cost for services which will be provided for the interim period.

ANALYSIS

This appropriation is for services provided on an as needed basis at an hourly rate. Requirements relative to Redevelopment Dissolution and need to identify an economic valuation of the program have delayed implementation of the agreement. This support is in lieu of hiring a full time or contract employee for this transitional period.

ENVIRONMENTAL

There is no environmental impact

FINANCIAL IMPACT

Funds will be appropriated from fund balance in 40-5900 and allocated to account 40-5900-1820.



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: October 9, 2018

TO: City Council

SUBJECT: **Council Bill #O-2018-06 (Second Reading/Roll Call Vote) - amending Title 17 Zoning, Chapter 17.40, Section 17.40.010 "Purpose and Intent" for the Commercial and Industrial Zones (Zone Map Change No. P18-013 and Development Code Amendment No. P18-014) for properties located within Mountain View Plaza (NE corner of Mountain View Avenue & Barton Road) APNS 0292-421-02 - 03, & 05 - 13 - per previously invoked Rule of Necessity, Councilmen Dupper, Dailey and Lenart sit to constitute a quorum (continued from September 11, 2018)**

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council waive reading of Council Bill #O-2018-07 in its entirety, direct the Clerk to read by title only and call the roll amending Title 17 Zoning, Chapter 17.40 of the Loma Linda Municipal Code relating to commercial and industrial zone development standards; approve Zone Change Application No. P18-013 to change a section of the Zoning Map, and approve Development Code Amendment No. P18-014 to amend language in the code, based on the analysis contained in the Staff Report submitted at the Public Hearing; and direct staff to file the CEQA Notice of Exemption.

BACKGROUND

The City Council introduced Council Bill #O-2018-06 and held the Public Hearing at the regular meeting of August 14, 2018.

ORDINANCE NO. O-2018-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AMENDING TITLE 17 ZONING, CHAPTER 17.40, SECTION 17.40.010 "PURPOSE AND INTENT" FOR THE COMMERCIAL AND INDUSTRIAL ZONES (ZONE MAP CHANGE NO. P18-013 AND DEVELOPMENT CODE AMENDMENT NO. P18-014)

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

Section 1. Chapter 17.40 (Commercial and Industrial Zones) of Title 17 (Zoning) of the Loma Linda Municipal Code is hereby amended to revise Section 17.40.010 (C) in its entirety to read as follows:

"17.40.010 Purpose and Intent

D. C-2 General Commercial Zone. The intent of the General Commercial zone is to accommodate the shopping and commercial service needs of the residential community, local workers, and visitors to the City. Examples of intended development include larger shopping centers and in-line shops, hotels/motels, specialty shops, and stand-alone commercial uses. This zone also allows a limited number of religious assembly uses incorporated into commercial development if the dominant character of the overall development remains commercial. This zone implements the General Plan Commercial land use designation."

Section 2. Chapter 17.40 (Commercial and Industrial Zones) of Title 17 (Zoning) of the Loma Linda Municipal Code is hereby amended to revise Section 17.40.020 (Land use regulations and allowable uses), as set forth in "Exhibit A", Development Code Amendment for Chapter 17.40 Commercial and Industrial Zones. The Code amendments further eliminate ambiguities as well as correct grammatical errors and formatting inconsistencies.

Section 3. Amendment to the Loma Linda Zoning Map is hereby amended as per "Exhibit B" attached hereto and made part hereof for the parcels located within the Mountain View Plaza at the northwest corner of Mountain View Avenue and Barton Road.

Section 4. Findings, Purpose, and Intent. It is the purpose of the Ordinance to amend the City of Loma Linda Municipal Code and adopt a revised City Zoning Map. Changes to Municipal Code and to the Zoning Map are considered legislative acts. Legislative acts are exempt from the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3) of the CEQA Guidelines, as the proposed changes do not have the potential to cause a significant effect on the environment. The proposed Zone Change and Development Code Amendment are consistent with the Loma Linda General Plan, and would

not cause substantial environmental damage or be detrimental to the public welfare. Similarly, minor changes to the text are necessary to clarify uses, revise grammatical errors, and text formatting was made to the Code, and would not result in adverse effects to the public or the environment.

Section 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 6. Posting. Prior to the expiration of fifteen (15) days from its passage, the City Clerk shall cause this Ordinance to be posted pursuant to law in three (3) public places designated for such purpose by the City Council.

This Ordinance was introduced on the 1st day of August 2018 at a regularly scheduled Planning Commission public hearing. Following the public hearing, the Planning Commission voted 4 to 4 recommending that the City Council approve the proposed amendments. This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 14th day of August, 2018 and was adopted on the 11th day of September, 2018 by the following vote to wit

Ayes:

Noes:

Absent:

Abstain:

Rhodes Rigsby, Mayor

Attest:

Barbara Nicholson, City Clerk

Exhibit A

**Development Code Amendment for
Chapter 17.40 Commercial and Industrial Zones**

(Amendments on Following Pages)

Chapter 17.40 Commercial and Industrial Zones (BP, CO, C1, C2, and CM)

Sections

- 17.40.010 Purpose and Intent
- 17.40.020 Land Use Regulations and Allowable Uses
- 17.40.040 Specific Use Regulations
- 17.40.050 Development Standards

17.40.010 Purpose and Intent

The purposes of the individual commercial zones and the manner in which they are applied are as follows.

- A. **B-P Business Park Zone.** The intent of the Business Park zone is to provide locations for professional offices, research and development activities, and light industrial uses that contribute both revenues and jobs to the local economy. Limited retail or service uses designed to meet the business needs of offices or the personal needs of office workers are also allowed. Development profiles may consist of low- to high-rise developments (one to five stories in height) constructed either as stand-alone structures or a coordinated project in terms of site layout, architectural design, and landscaping to form a campus-like setting. The community seeks to expand these types of uses by attracting firms that are related to the medical technology field, or that would benefit from the medical advances associated with businesses and institutions in the City. This zone implements the General Plan Business Park land use designation.
- B. **C-O Office Commercial Zone (Administrative and Professional Office Zone).** The intent of the Office Commercial zone is to accommodate professional and medical office uses. However, commercial uses that support the office uses or office workers (e.g., office supply stores, copy services, pharmacies, day care, restaurants, dry cleaners, and sundry stores) are also allowed. Development intensity may vary from one to five stories in height depending on adjacent uses, with lower-rise structures required adjacent to residential development. This zone implements the General Plan Office land use designation.
- C. **C-1 Neighborhood Business Zone.** The intent of the Neighborhood Business zone is to provide locations for shopping and commercial service businesses that cater to the daily needs of the residential community and local workers. Examples of intended development include neighborhood shopping centers, specialty shops, and stand-alone commercial uses. This zone also allows limited office and religious assembly uses that are incorporated into commercial development (e.g., offices in small storefronts, or religious assembly uses in structures originally designed for commercial uses) if the dominant character of the overall development remains commercial. The overall character of uses in this zone is one of low impact in terms of traffic generation, noise, and other features that might adversely affect adjacent residential neighborhoods. This zone implements the General Plan Commercial land use designation.
- D. **C-2 General ~~Business~~ Commercial Zone.** The intent of the General ~~Business~~ Commercial zone is to accommodate the shopping and commercial service needs of the residential community, local workers, and visitors to the City. Examples of intended development include larger shopping centers and in-line shops, hotels/motels, specialty shops, and stand-alone commercial uses. ~~This zone also allows for a limited number of office uses~~ religious assembly uses incorporated into commercial development if the dominant character of the overall development remains commercial. This zone implements the General Plan Commercial land use designation.

E. C-M Commercial Manufacturing Zone. The intent of the Commercial Manufacturing zone is to accommodate light industrial uses (e.g., manufacturing, assembly, warehousing, and distribution businesses) that have limited or no impact related to air quality, electrical or electronic interference, hazardous materials, light and glare, liquid and solid wastes, noise, odors, ground vibration, or water quality. Warehousing and distribution uses are limited to those uses that generate a relatively low number of vehicle trips. Office uses that are ancillary to the principal commercial or manufacturing uses are allowed. This zone implements the General Plan Industrial land use designation.

17.40.020 Land Use Regulations and Allowable Uses

- A. Table 2-5.** Table 2-5 indicates the uses allowed within each residential zone and any permits required to establish the use, in compliance with Chapter 17.30 (Administration) and Chapters 17.30.410 (Hearings) through 17.30.470 (Modifications), inclusive.
- B. Prohibited Land Uses.** Any table cell with a "--" means that the listed land use is prohibited in that specific zone.
- C. Land Uses Not Listed in Table 2-5.** Land uses that are not listed in Table 2-5 or are not shown in another zone are not allowed, except as otherwise provided by Section 17.02.040 (Interpretation by City Council).
- D. Additional Regulations.** Where the last column in the Table 2-5 includes a Chapter or Section number, the regulations in the referenced Chapter or Section shall apply to the use. Provisions in other Sections of this title may also apply.
- E. Precise Plan of Design Review.** See Sections 17.30.260 (Precise plan of design - Required when) through 17.30300 (Precise plan of design – Conditional approval), inclusive, requirements for new or modified construction activities.
- F. Definitions.** See Chapter 17.02 (Introduction and Definitions) for land use definitions and explanations.

Table 2-5 Allowed Uses and Permit Requirements for Commercial and Industrial Zones	P Permitted By Right CUP Conditional Use Permit MUP Minor Use Permit -- Not Allowed					
	B-P Business Park C-O Office Commercial C-1 Neighborhood Commercial Business C-2 General business-Commercial C-M Commercial Manufacturing					
Land Use	B-P	C-O	C-1	C-2	C-M	Specific Use Regulations
Retail Trade Uses						
Alcohol Beverage Sales						
Alcohol Sales (off-sale) – Beer and Wine	CUP	--	CUP	CUP	--	
Alcohol Sales (on-sale) – Beer and Wine	CUP	CUP	CUP	--	--	See note 1

Table 2-5 Allowed Uses and Permit Requirements for Commercial and Industrial Zones		P Permitted By Right	CUP Conditional Use Permit	MUP Minor Use Permit	-- Not Allowed	
		B-P Business Park	C-O Office Commercial	C-1 Neighborhood Commercial Business	C-2 General business-Commercial	C-M Commercial Manufacturing
Land Use	B-P	C-O	C-1	C-2	C-M	Specific Use Regulations
Alcohol Sales (off-sale) – Liquor	--	--	P	P	--	Only permitted provided the structure containing this use has a minimum floor area of 30,000 sq.ft. and a maximum of 10% of the gross floor area is devoted to the sales of packaged liquor.
Alcohol Sales (on-sale) – Liquor	CUP	--	--	CUP	--	
Building Materials	--	--	--	MUP	P	
Drive-in and Drive-thru Businesses	--	CUP	CUP	CUP	CUP	
Landscape Nurseries – Retail or Wholesale	--	CUP	CUP	CUP	P	Two-acre minimum parcel size required.
Retail Store or Center (Less than 30,000 sf)	--	--	--	P	P	
Retail Store or Center (30,001 sf or greater)	--	--	P	P	P	
Vehicle Sales – New	--	--	--	P	P	
Vehicle Sales – Used	--	--	--	P	P	Allowed only in association with a new vehicle sales business. Stand-alone used vehicle sales are not permitted.
Vehicle Parts Sales (including stereos/alarms, but no installation)	--	--	P	P	P	
Vending Machines	P	P	P	P	P	
Business, Financial, and Professional						
Financial Institutions and Related Services	P	P	P	P	P	
Governmental Offices and Facilities	P	P	P	P	P	
Historical or Landmark Structures with Commercial Activities	CUP	CUP	CUP	CUP	CUP	
Offices (other than medical or dental)	P	P	P	P	P	In the C-1 and C-2 zones, on the ground floor, office use is limited to 15% of the floor area. No limitation applies to second floors are and above. In the C-M zone, office use is limited to ancillary uses associated with the business and shall not exceed 15% of the floor area.
Eating and Drinking Establishments						

Table 2-5 Allowed Uses and Permit Requirements for Commercial and Industrial Zones		P Permitted By Right CUP Conditional Use Permit MUP Minor Use Permit -- Not Allowed				
	B-P Business Park C-O Office Commercial C-1 Neighborhood Commercial Business C-2 General business-Commercial C-M Commercial Manufacturing					
Land Use	B-P	C-O	C-1	C-2	C-M	Specific Use Regulations
Bars, Lounges, Nightclubs, and Taverns	--	--	--	CUP	--	
Catering Services	--	--	P	P	P	
Fast Food Restaurant with no drive-through (no late-night hours)	P	P	P	P	P	
Fast Food Restaurant with no drive-through (with late-night hours)	CUP	CUP	CUP	CUP	CUP	
Fast Food Restaurant with drive-through	--	--	--	--	--	
Restaurant – Outdoor Dining	CUP	CUP	CUP	CUP	CUP	
Restaurant – Sit-down (no late hours)	P	P	P	P	P	See note 1
Restaurant – Sit-down (with late hours)	CUP	CUP	CUP	CUP	CUP	See note 1
Service Uses - General						
Animal Grooming	--	--	P	P	P	
Kenel	--	--	--	P	P	
Maintenance and Repair Services (other than vehicle)	P	--	P	P	P	
Hotels/Motels	--	--	P	P	P	
Massage	--	--	--	--	P	Chapter 5.2
Personal Services, General	P	P	P	P	P	
Personal Service, Restricted	MUP	MUP	MUP	MUP	MUP	Chapters 5.23 and 5.24
Photocopy, Postal and Mailing Services and Similar Activities	P	P	P	P	P	
Vehicle Services						
Automobile Washing/Detailing	--	--	CUP	CUP	CUP	
Automobile Service Stations	--	--	CUP	CUP	CUP	
Automobile Repair – Major	--	--	--	--	P	
Automobile Repair – Minor	--	--	--	--	P	
Truck Repair	--	--	--	--	P	
Veterinary Facilities	--	--	P	P	P	
Funerary Related						
Cemeteries, Columbariums, Mausoleums, and Mortuaries	--	--	--	--	--	
Medical-Related						
Convalescent Homes	--	CUP	CUP	CUP	CUP	
Hospitals/Medical Facilities	--	CUP	CUP	CUP	CUP	

Table 2-5 Allowed Uses and Permit Requirements for Commercial and Industrial Zones		P Permitted By Right				
		CUP Conditional Use Permit				
		MUP Minor Use Permit				
		-- Not Allowed				
	B-P Business Park					
	C-O Office Commercial					
	C-1 Neighborhood Commercial Business					
	C-2 General business-Commercial					
	C-M Commercial Manufacturing					
Land Use	B-P	C-O	C-1	C-2	C-M	Specific Use Regulations
Laboratories – Medical Related	P	P	--	P	P	
Medical, Dental Clinics/Offices	P	P	P	P	P	
Transportation, Communication, and Infrastructure Uses						
Bus and Taxi Stations	--	--	--	P	P	
Public Parking Lots and Structures (not associated with a primary use)	P	P	P	P	P	
Public Utility Structures and Service Facilities	CUP	CUP	CUP	CUP	CUP	
Recreation						
Commercial Recreation and Entertainment	--	--	--	CUP	CUP	
Game Arcade, Internet Café, or Similar Businesses	--	--	--	--	--	
Golf Course and Related Facilities	--	--	CUP	CUP	CUP	
Education						
Schools – Private	--	CUP	--	CUP	--	
Universities and Colleges	--	CUP	--	CUP	CUP	
Vocational Schools	--	CUP	--	CUP	CUP	
Industry, Manufacturing and Processing, and Warehousing Uses						
Commercial Bakery	--	--	--	--	P	
Contractors' Yard	--	--	--	--	P	
Food Processing and/or Storage	--	--	--	--	P	
Industry – Light	P	--	--	--	P	
Industry – Heavy	--	--	--	--	CUP	
Personal Storage Facilities	--	--	--	--	CUP	
Research and Development	P	--	--	--	M/CUP	
Warehousing/Wholesaling						
Up to 50,000 Sq. ft.	--	--	--	--	P	
Greater than 50,000 Sq. ft.	--	--	--	--	CUP	
Other Uses						
Accessory Uses	P	P	P	P	P	See note 3
Agricultural, Industrial, Construction Equipment Sales and Rentals	--	--	--	CUP	P	

Table 2-5 Allowed Uses and Permit Requirements for Commercial and Industrial Zones		P Permitted By Right	CUP Conditional Use Permit	MUP Minor Use Permit	-- Not Allowed	
		B-P Business Park	C-O Office Commercial	C-1 Neighborhood Commercial Business	C-2 General business-Commercial	C-M Commercial Manufacturing
Land Use	B-P	C-O	C-1	C-2	C-M	Specific Use Regulations
Assembly Uses						
Places of Public Assembly	--	CUP	CUP	CUP	CUP	
Places of Religious Assembly	--	CUP	CUP	CUP	CUP	
Auction Houses	--	--	--	CUP	CUP	
Day Care Facilities	CUP	--	CUP	--	--	
Drive-in and Drive-thru Businesses	--	CUP	CUP	CUP	CUP	
Mobile Home Park	--	--	CUP	--	--	
Outdoor Storage Facility	--	--	--	--	P	
Recycling - Small Collection Facility	--	--	CUP	CUP	CUP	See Section 17.40.04030 (Specific Use Regulations)
Recycling - Large Collection Facility	--	--	--	--	CUP	See Section 17.40.04030 (Specific Use Regulations)
Reverse Vending Machines	--	--	P	P	P	See Section 17.40.04030 (Specific Use Regulations)
Temporary Uses	TUP	TUP	TUP	TUP	TUP	See note 2

Notes:

1. On-site consumption of beer and wine is only allowed in conjunction with a restaurant having 2,000 square feet or greater of floor area. No separate bar service for the sale of alcoholic beverages is allowed. Further, the restaurant shall serve food as a matter of complete table service only.
2. Christmas tree and wreath sales are permitted only between December 1 and December 25 (inclusive). All appurtenances and other materials used for such sales shall be removed by December 31 of the same calendar year.
3. Accessory uses customarily incidental to retail commerce, when located on the same lot, are permitted, provided that such accessory uses do not occupy more than 25% of the floor area of the primary use.

17.40.030 Specific Use Regulations

A. Reverse Vending Machine(s). Reverse vending machine(s) located within a commercial structure do not require discretionary permits. Reverse vending machines do not require additional parking spaces for recycling customers and may be permitted with review and approval by the Director, provided that they comply with the following standards:

1. Shall be established in conjunction with a commercial use or community service facility which is in compliance with the Zoning, Building, and Fire codes;
2. Shall be located within 30 feet of the entrance to the commercial structure and shall not obstruct pedestrian or vehicular circulation;
3. Shall not occupy parking spaces required by the primary use;

4. Shall occupy no more than 50 square feet of floor space, including any protective enclosure, and shall be no more than eight feet in height;
5. Shall be constructed and maintained with durable waterproof and rustproof material that is nonreflective;
6. Shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and phone number of the operator or responsible person to call if the machine is inoperative;
7. Shall meet all setback requirements of the zone;
8. Shall have a sign area of a maximum of four square feet per machine, exclusive of operating instructions;
9. Shall be maintained in a clean, litter-free condition on a daily basis; and
10. Shall be illuminated to ensure comfortable and safe operation if operating hours are between dusk and dawn.

B. Small Collection Facilities. Small collection facilities shall comply with the following tandards.

1. Shall be established by Conditional Use Permit in conjunction with an existing commercial use or community service facility which is in compliance with the Zoning, Building, and Fire Codes;
2. Shall be no larger than 500 square feet and no greater than 10 feet in height, and shall occupy no more than five parking spaces, not including space that will be periodically needed for removal of materials or exchange of containers;
3. Shall meet all setback requirements of the zone and shall not obstruct pedestrian or vehicular circulation;
4. Shall accept only glass, metals, plastic containers, papers, and reusable items. Used motor oil may be accepted with permission of the County of San Bernardino Department of Environmental Health;
5. Shall use no power-driven processing equipment except for reverse vending machines;
6. Shall use containers that are constructed and maintained with durable waterproof and rustproof material that is nonreflective and matches the materials and color of the primary use. The containers shall be covered when the site is not attended, secured from unauthorized entry or removal of material, and shall be of a capacity sufficient to accommodate materials collected and collection schedule;
7. Shall store all recyclable material in containers or in the mobile unit vehicle. Storage containers shall be screened from view in an aesthetically pleasing manner;
8. Shall be maintained free of litter and any other undesirable materials;
9. Mobile facilities, at which truck or containers are removed at the end of each collection day, shall be swept at the end of each collection day;
10. Attended facilities located within 100 feet of a property zoned or occupied for residential use shall operate only during the hours between 9:00 A.M. and 7:00 P.M.;
11. Containers for the 24-hour donation of materials shall be at least 50 feet from any property zoned or occupied for residential use unless there is a recognized service corridor and acoustical shielding between the containers and the residential use;

12. Containers shall be clearly marked to identify the type of material which may be deposited; the facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation, and display a notice stating that no material shall be left outside the recycling enclosure or containers.
13. Signs may be provided as follows:
 - a. Recycling facilities may have identification signs with a maximum of 15 percent per side or 12 square feet, whichever is larger, in addition to informational signs; in the case of a wheeled facility, the side will be measured from the pavement to the top of the container.
 - b. Signs must be consistent with the character of the location.
 - c. Directional signs, bearing no advertising message, may be installed if necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.
14. The facility shall not impair the landscaping required for any concurrent use or any permit issued pursuant thereto;
15. No additional parking spaces will be required for customers of a small collection facility located at the established parking lot of a host use. One space will be provided for the attendant, if needed;
16. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present;
17. Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:
 - a. The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation;
 - b. A parking study shows that existing parking capacity is not already fully utilized during the time the recycling facility will be on the site;
 - c. The permit will be reconsidered at the end of 18 months. A reduction in available parking spaces in an established parking facility may then be allowed as follows:

For a commercial host use:

Number of Available Parking Spaces	Maximum Reduction
0—25	0
26—35	2
36—49	3
50—99	4
100+	5

For a community facility host use, a maximum five spaces reduction will be allowed when not in conflict with parking needs of the host use;

18. If the permit expires without renewal, the collection facility shall be removed from the site on the day following permit expiration.

17.40.040 Development Standards

New land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements specified elsewhere in this title. Standards for accessory structures are specified in Chapter 17.10 (Accessory Buildings).

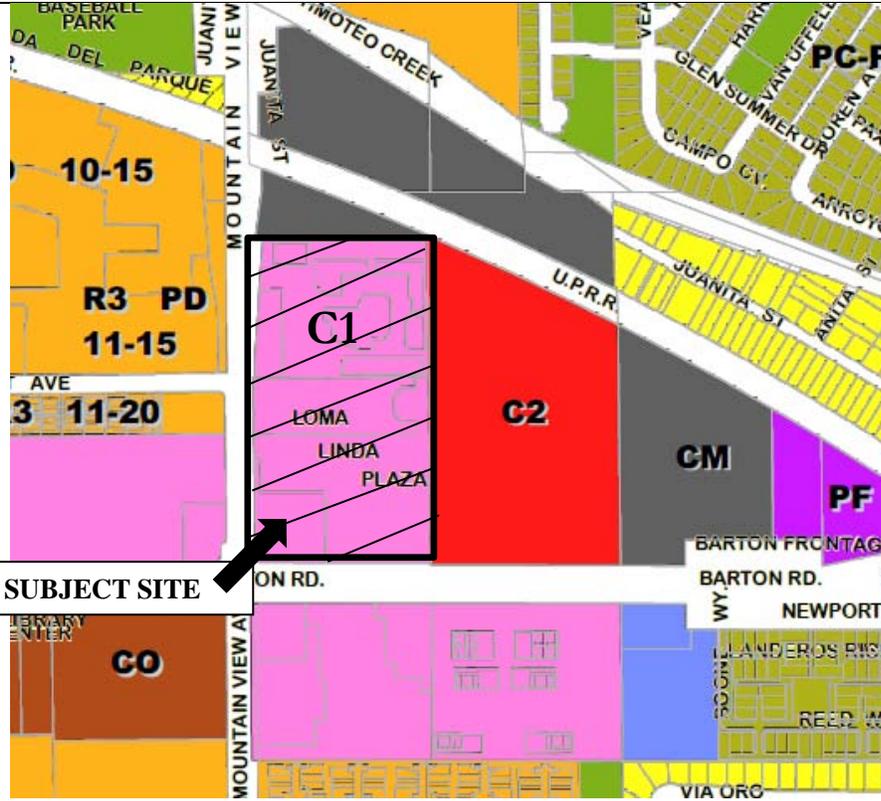
Table 2-6 Commercial and Industrial Development Standards		B-P	C-O	C-1	C-2	C-M	Additional Requirements
		Business Park	Office Commercial	Neighborhood Commercial Business	General Business Commercial	Commercial Manufacturing	
Development Feature	B-P	C-O	C-1	C-2	C-M	Additional Requirements	
Parcel Dimensions	Minimum requirements for each NEWLY CREATED parcel.						
Parcel Size– Minimum (Sq. ft.)	10,000	10,000	7,200	10,000	7,200		
Parcel Width – Minimum (Feet) Standards Parcels	100	100	65	65	65		
Corner Parcels	100	100	70	70	70		
Parcel Coverage - Maximum footprint coverage (%)	60	70	50	60	80		
Floor Area Ratio (FAR) - Maximum	0.5	0.5	0.5	0.5	0.6		
Floor Area (Enclosed) – Maximum (Sq. ft.) ⁽¹⁾	N/A	N/A	(3)(4)	(3)(4)	(3)(4)		
Setbacks - Minimum (Feet) ⁽²⁾							
Front	25	25	20	20	20 ⁽⁶⁾		
Side (interior, each) Abutting a parcel zoned for residential use	20	20	0	0	20		
Abutting any other parcel	5	5	0	0	0		
Side (Street side)	25	25	20	20	20		
Rear Abutting a parcel zoned for residential use	20	20	25	25	20		
Abutting any other parcel	10	10	10	0	0		
Through Parcel			10	0	0		
Height – Maximum (Feet) ⁽⁵⁾	35						

Notes:

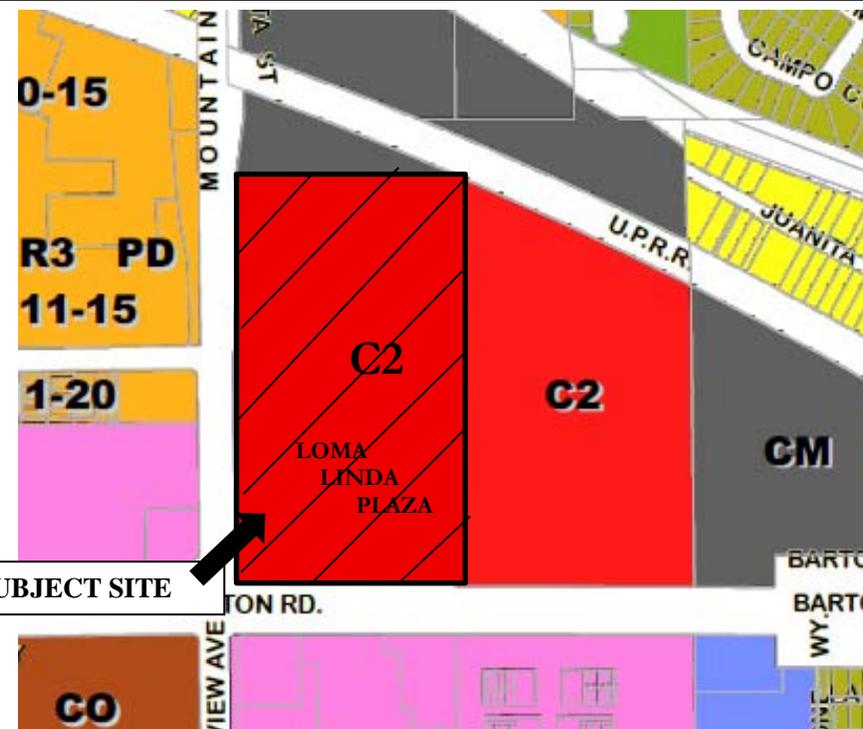
1. Enclosed or screened areas shall be provided for the maintenance of solid waste containers.
2. Decorative masonry walls of six feet in height shall be provided on all property lines which are contiguous to residentially zoned parcels.
3. The total floor area in all of the structures on any one parcel shall not exceed 13 times the buildable area of the parcel.
4. Basement floor space, cellar floor space, and parking floor space with necessary interior driveway and ramps, or space within a roof structure or penthouse for the housing of building operating equipment or machinery, shall not be considered in determining the total area within a structure.
5. The maximum height limit may be increased with the approval of a Conditional Use Permit.
6. Setbacks for a site where a portion of the street frontage is in a zone of greater requirements, the front setback of the C-M use shall be in compliance with the minimum requirements of the more restrictive zone.

Exhibit B Zoning Map Changes

EXISTING ZONING - NEIGHBORHOOD BUSINESS (C-1)



PROPOSED ZONING - GENERAL COMMERCIAL (C-2)



PARCELS AFFECTED	ZONING LEGEND COMMERCIAL AND INDUSTRIAL ZONE S										
0292-421-02 0292-421-03 0292-421-05 0292-421-06 0292-421-07 0292-421-08 0292-421-09 0292-421-10 0292-421-11 0292-421-12 0292-421-13	<p data-bbox="524 428 808 443">COMMERCIAL AND INDUSTRIAL ZONES</p> <table data-bbox="524 457 894 758"><tr><td data-bbox="524 457 618 506"></td><td data-bbox="634 470 786 485">BUSINESS PARK (BP)</td></tr><tr><td data-bbox="524 520 618 569"></td><td data-bbox="634 533 867 548">NEIGHBORHOOD BUSINESS (C1)</td></tr><tr><td data-bbox="524 583 618 632"></td><td data-bbox="634 596 841 611">GENERAL COMMERCIAL (C2)</td></tr><tr><td data-bbox="524 646 618 695"></td><td data-bbox="634 659 894 674">COMMERCIAL MANUFACTURING (CM)</td></tr><tr><td data-bbox="524 709 618 758"></td><td data-bbox="634 722 829 737">COMMERCIAL OFFICE (CO)</td></tr></table>		BUSINESS PARK (BP)		NEIGHBORHOOD BUSINESS (C1)		GENERAL COMMERCIAL (C2)		COMMERCIAL MANUFACTURING (CM)		COMMERCIAL OFFICE (CO)
	BUSINESS PARK (BP)										
	NEIGHBORHOOD BUSINESS (C1)										
	GENERAL COMMERCIAL (C2)										
	COMMERCIAL MANUFACTURING (CM)										
	COMMERCIAL OFFICE (CO)										



City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018

TO: City Council

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

SUBJECT: Recommendation for Contract Extension of Solid Waste and Recyclables Collection Franchise Agreement to CR & R Inc.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council extend a ten-year franchise agreement for Solid Waste and Recyclables Collection from Residential, Commercial and Industrial Customers to CR & R.

BACKGROUND

In November 2007, the City initiated a Request for Proposal (RFP) for Solid Waste and Recyclables Collection from Residential, Commercial and Industrial Customers. Key aspects of the RFP included:

- Curbside automated collection of solid waste, co-mingled recyclables, and green waste from all single-family residences and other accounts as identified in the City on a once-per-week basis using three cart system; one for each type of material.
- Wheel-Out service to handicapped and elderly customers upon request and at no cost to the customer and bilingual waste diversion public education in both English and Spanish.
- Exclusive front-end load collection of solid waste, recyclables and green wastes from commercial, multi-family, and industrial customers in the City as requested.
- Exclusive roll-off box and compactor collection of solid waste, recyclables and green wastes from commercial, multi-family (five units or more), and industrial customers in the City as requested.
- Divert a minimum of 60% of the total tonnage of all materials collected under this Agreement from landfilling through recycling or other waste diversion activities.
- The term of the contract will be for seven (7) years plus three, one-year options for a total of ten (10) years.

Republic Services, Inc., (Colton) was awarded the contract. The contract was subsequently transferred to CR & R Inc. in February 2017. Since that time, CR & R Inc. has continued to improve service and compliance with State regulations and requirements. City Council granted the final one-year extension of the 2008 contract last year. During the extension request

presentation it was noted that the City of Loma Linda enjoys the lowest monthly residential refuse removal fees in the Inland Empire.

ANALYSIS:

Staff requested direction from City Council on their desire for preparing/awarding a new Solid Waste Disposal Franchise Agreement. One option we were directed to explore was a contract agreement extension with continued favorable rates. Staff contacted CR & R, Inc. and found them open to negotiating a continued relationship with the City. Key points of concern were:

- Continued compliance with State regulations and mandates, including disposal rates, outreach education and annual reporting. *CR & R will provide education outreach component, annual reporting and regulation compliance.*
- Contract time period with extensions and cost adjustments. *10 year initial period with two 5 year extension options.*
- Quality of service, including new residential carts. *New carts delivered by April 2019, all levels of current service to continue.*
- Ability to address upcoming legislation and requirements. *CR & R, Inc. has invested in latest anaerobic digestion facility capable of meeting next generation requirements.*
- Rates and fees. *Will continue with lowest rates and fees in the Inland Empire.*

**CITY OF LOMA LINDA
SOLID WASTE FRANCHISE AGREEMENT**

**City of Loma Linda
2018 Integrated Solid Waste Management Services
Franchise Agreement**

November 1, 2018

**CITY OF LOMA LINDA
SOLID WASTE FRANCHISE AGREEMENT**

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Exhibit A – City Billed Residential Rates

Exhibit B - City Billed Commercial Bins Rates

Exhibit C – CR&R Billed Roll off and Compacter Services

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AGREEMENT

THIS Agreement, made and entered into as of the ____ day of ____, 2018 by and between the CITY OF LOMA LINDA, a municipal corporation, hereinafter referred to as "the City," and CR&R Incorporated hereinafter referred to as "Contractor"; a California corporation.

WITNESSETH

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, (California Public Resources Code Section 40000 et seq. or the "Act") established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the California Public Resources Code, including § 40059, provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, Chapter 8.12 of the LOMA LINDA Municipal Code defines and regulates the collection of solid waste, recyclables, manure, yard waste, and other compostables within the City; and

WHEREAS, the City is authorized to provide collection of solid waste, recyclables, manure, yard waste, and other compostables within the City by contract; and

WHEREAS, the City, for the purpose of ensuring the continued protection and preservation of the public health, welfare, and convenience of the people of the City, deems it advisable to provide for the collection of solid waste, recyclables, manure, yard waste, and other compostables within the City by contract with Contractor; and

WHEREAS, state law mandates the City to meet the diversion requirements of AB939 (and subsequent amendments) or face heavy fines and penalties; and

WHEREAS, AB 341 mandates that on and after July 1, 2012, businesses are required to recycle, and jurisdictions will need to implement a program that includes education, outreach, and monitoring; and.

WHEREAS, AB 1826 requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that waste, and for jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law, as well as report to CalRecycle on their progress in implementing an organic waste recycling program, and that a specific timeline is set forth for compliance; and

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WHEREAS, AB 1594 mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate; and

WHEREAS, SB 1383 established a statewide organic waste disposal reduction target. The legislation specifically precludes placing a 75 percent recycling mandate on each individual city and county. To comply with the statutory direction and limitations, the State has developed a regulatory approach that divides implementation responsibilities across the waste sector and includes requirements for generators, industry, local governments, and other entities., and

WHEREAS, the City hereby acknowledges that the various laws and regulations, either enacted or proposed by the State will have impacts on the ways that the City collects, processes or disposes of solid waste, recyclables, manure, yard waste, and other compostables within the City currently and into the future; and

WHEREAS, the City has entered into a Waste Disposal Agreement (WDA) with the County of San Bernardino. Under the WDA, the City is obligated to exercise all its legal and contractual power and authority to cause the delivery of all waste collected and hauled by its franchised hauler to be ultimately delivered to the landfills operated by the County of San Bernardino; and

WHEREAS, this Agreement shall supersede that agreement entitled "City of Loma Linda Solid Waste Franchise Agreement" dated October 23, 2008, and any amendments adopted by the City Council subsequent to that agreement.

NOW, THEREFORE, in consideration of the promises and of the covenants and conditions hereinafter contained, the City and the Contractor mutually agree as follows:

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ARTICLE 1. DEFINITIONS; DELEGATION OF AUTHORITY

A. Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.12 of the Loma Linda Municipal Code, and/or the California Public Resources Code Section 40100 et. seq., the definitions in the City Code and Public Resources Code shall apply unless otherwise defined in this Agreement.

B. The administration of this Agreement shall be under the supervision and direction of the Director of Public Works and the actions specified herein required of the City shall be taken by the Director of Public Works or his designees unless otherwise stated or specified.

- “The Act” means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Integrated Waste Management Board, now known as CalRecycle, or its successor agency.
- “Bin” means a metal container with plastic lids and a capacity from 1 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.
- Bin Collection Service means providing Solid Waste Handling Services using Bins and front-loading collection vehicles.
- “Bulky Items” means Solid Waste that cannot or would not typically be accommodated within a Bin or Cart including specifically: large furniture, including but not limited to chairs, sofas, mattresses, or rugs; large appliances, including but not limited to refrigerators, ranges, washers, dryers, water heaters or dishwashers; Green Waste and small pieces of wood. Bulky Items do not include car bodies, tires, or Construction and Demolition Debris.
- “Cart” means a plastic container with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle. Carts shall be color coded, black for Solid Waste collection, green for Green Waste or Food Waste, and blue for Recyclables.
- “Cart Collection Service” means providing Solid Waste Handling Services using Carts and automated side-loading collection vehicles.
- “City” means the City of Loma Linda, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.
- “City Manager” means the City Manager or his or her designee.
- “Complaint” means a grievance, criticism, or objection in the form of a written letter, email, online complaint, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. Complaints include continued failure to Collect after the Contractor is initially notified of a missed pick-up, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. “Complaints” exclude normal or standard service requests (e.g., missed pickups due to late set outs, exchanging a barrel, can, or cart), and criticisms directed at the City’s solid waste ordinance and its provisions.
- “Construction and Demolition Debris” means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, soil, drywall, cement and rubble resulting from construction, remodeling, repair and demolition operations.

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- Contractor shall mean the entity with which the City has entered into an agreement to provide for the collection of solid waste, recyclables, manure, yard waste, and other compostables within the City,
- “Customer” means any Person receiving Solid Waste Handling Services from Contractor within the City.
- “Disposal” means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.
- “Food Waste” means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; and, (iv) fruit waste, grain waste, dairy waste, meat, and fish waste.
- “Green Waste” means leaves, grass clippings, brush and branches generated from landscapes or gardens at any premises, and incidental pieces of non-treated scrap lumber no longer than twenty-four inches (24”), separated from other solid waste. “Green waste” includes Christmas trees but does not include stumps or branches exceeding four inches (4”) in diameter or four feet (4’) in length. It shall include manure generated from any domestic livestock such as horses or cows.
- “Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Waste”, “toxic waste”, “pollutants” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls (“PCBs”), petroleum, natural gas and synthetic fuel products, and by-products.
- “Hazardous Waste” means all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there under.
- “Household Hazardous Waste” means Hazardous Waste generated at Single-family and Multi-family Residential Premises.
- “Industrial Wastes” shall include Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items, either collected together or source separated. It shall not include any Hazardous Wastes, Hazardous Substances, Low-level Radioactive Waste or Medical Waste.

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- “Low-level Radioactive Waste: means regulated radioactive material that meets all of the following requirements:
 - (1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e (2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).
 - (2) The waste is not uranium mining or mill tailings.
 - (3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).
 - (4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.
- “Medical Waste” means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:
 - (1) Diagnosis, treatment, or immunization of human beings or animals.
 - (2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.
 - (3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.
 - (4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.
 - (5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.
- “Recyclable Material” means recyclable items that have been source-separated before having been discarded into the residential or commercial solid waste stream. "Recyclable Material" is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the Act.
- "Recyclables," as it is used in this Agreement, shall mean "recyclable materials" as defined in Loma Linda Municipal Code section 8.12 and shall refer only to recyclable material that has been discarded, thrown away, or abandoned by its owner. Newspapers, bottles and cans that an owner has set out for curbside pickup are examples of discarded recyclables.
- “Roll-off” means any large metal bin ranging in size from 10-cubic yards to 50-cubic yards and serviced by a roll-off truck. Roll-off shall further mean any compactor bin of any size approved by the Contractor which must be serviced by a roll-off truck.
- “Roll-off Collection Service” means providing Solid Waste Handling Services using Roll-offs and roll-off collection vehicles.
- “Scavenging” means the unauthorized removal of recyclable solid waste. Scavenging is prohibited by Public Resources Code § 41950.
- "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, Industrial Wastes, Construction and

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Demolition Debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Hazardous Substances, Low-level Radioactive Waste, and Medical Waste.

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ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

2.1 Corporate Status

Contractor is a Corporation duly organized, validly existing and in good standing under the laws of the State of California. Contractor is qualified to transact business in the State of California and has the legal authority to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 Corporate Authorization

Contractor has the authority to enter into and perform its obligations under this Agreement. The governing body of Contractor has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor have authority to do so.

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ARTICLE 3. TERM OF AGREEMENT

3.1 Effective Date and Term of Amended Agreement

The term of this amended Agreement shall be for ten (10) years, and shall commence on December 1, 2018 and expire on November 30, 2028. At the City's sole option, this agreement may be renewed for up to two (2) five-year periods for a maximum period of twenty (20) years. The City shall provide written notice of its intent to renew 180 days prior to the expiration date of this agreement.

3.2 Conditions to Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to Contractor's satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by the City.

A. Accuracy of Representations. The representations and warranties made by Contractor in Article 2 of this Agreement are true and correct on and as of the Effective Date.

B. Absence of Litigation. There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

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ARTICLE 4. FRANCHISE

4.1 Grant of Franchise: Scope of Franchise

A. Grant of Franchise. The City hereby grants unto the Contractor, and the Contractor shall have throughout the duration of this Agreement, the exclusive right to engage in the business of collecting Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items. accumulating within the boundaries of the City as the same now exists, that is required to be accumulated and offered for collection to the Contractor in accordance with this Agreement and the City Municipal Code.

B. Annexations. This right extends to any territory annexed to the City hereafter except to the extent that collection within such territory so annexed would be unlawful or violate the legal rights of another person. Unless Contractor acquires or has acquired the collection rights of any other person then collecting Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items within any annexed territory at the time such annexation is effective, said exclusive right in each annexed territory shall commence ninety (90) days after each such annexation is completed, provided that if the City determines to the contrary by majority vote of its Council within said ninety (90) day period, such determination shall prevail.

C. Scope of Franchise; Exclusions. The franchise granted to Contractor shall be exclusive except as to the following categories of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items listed in this subsection C. The granting of this franchise shall not preclude the categories of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items listed below from being delivered to and collected and transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any person from obtaining any authorization from the City which is otherwise required by law:

1. Green Waste removed from premises by a manure removal, gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service.
2. Household Hazardous Waste and Hazardous Waste.
3. Auto parts and bodies.
4. Medical Waste (as defined in the California Waste Management Act) which shall be handled in the manner prescribed by the County Health Officer and in accordance with the California Health and Safety Code.

D. Exclusions for Recyclables. Furthermore, the provisions of this Agreement shall not preclude individual householders and commercial businesses from disposing of Recyclables through other recycling methods, provided that such householders shall still be required to pay the recycling service fee of Contractor. The provisions of this Agreement shall not preclude or prohibit City or any officer or employee thereof or any public entity, delegated the ability to do so by the City Council, from itself collecting, removing, disposing or diverting of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items in the regular course of their

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respective duties as such officers or employees; notwithstanding, the City shall be responsible for reporting all such diversion.

4.2 Prior Agreements and Amendments

This Franchise Agreement is intended to carry out City's obligations to comply with the provisions of the California Integrated Waste Management Act of 1989, ("AB939") as amended and with additional legislation as approved by regulations of the CalRecycle ("Regulations"), as they from time to time may be amended. In the event that AB939 or other state or federal laws or regulations enacted after this Franchise Agreement have been enacted which prevent or preclude compliance with one or more provisions of this Franchise Agreement, such provisions of the Franchise Agreement shall be amended as may be necessary to comply with such state or federal laws or regulations. No other amendment of this Franchise Agreement shall be valid unless in writing, duly executed by the parties.

4.3 Franchise Fee

A. The City shall collect a Franchise Fee of fifteen (15) percent of the monthly charge set forth by the Contractor and approved by the City for the provision of each collection service provided to residential, commercial and industrial customers.

B. For those accounts that the City shall be responsible for billing and collecting, the City shall add this Franchise Fee onto the monthly charge set forth by the Contractor and approved by the City for the provision of each collection service.

C. For those accounts that the Contractor shall be responsible for billing and collecting, the Contractor shall add this Franchise Fee onto the monthly charge set forth by the Contractor and approved by the City for the provision of each collection service.

D. The Franchise Fee shall be applicable to those accounts in which the account is billed directly for tonnage, based on the County of San Bernardino, Waste Disposal Agreement Rate in effect and approved by resolution of the City.

E. On those accounts that the Contractor shall be responsible for billing and collecting, said Franchise Fees collected by the Contractor shall be payable monthly to the City on or before the 15th day of the following second month (i.e., January fees shall be due and payable by March 15) throughout the duration of this Agreement.

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ARTICLE 5. WASTE COLLECTION SERVICES

5.1 General

The services set out here are in addition to those set forth in Article 7 and the remainder of this Agreement. The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided scheduled, reliable, courteous and high-quality Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items, collection and diversion services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

The Contractor agrees to submit route maps for all automated and front-loading collection routes to the Director of Public Works for review and approval upon execution of this Franchise Agreement, and then shall submit these route maps every six months for the duration of this Agreement, or when a route has materially changed, so significantly that it affects the service days of at least fifteen (15) percent of the accounts on said route. Start and end points for each daily route are to be clearly indicated.

5.2 The Act Reporting Requirements.

Contractor shall cooperate with City in solid waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the City's source reduction, recycling and waste stream diversion goals for the solid waste stream covered by this Agreement. During the period in which collection services are provided pursuant to this Agreement, Contractor at Contractor's sole expense, shall submit to City information and reports necessary for City to meet its reporting obligations imposed by the Act, and the regulations implementing the Act, for the waste stream covered by this Agreement. Contractor agrees to submit such reports and information in format compatible with City's computers, at no additional charge, if requested by City.

The Contractor shall offer source-separated or commingled recyclable programs to any customer desiring such service for an established fee as listed in Exhibit A. The Diversion rate shall be documented in a monthly report to be submitted to the Director of Public Works no later than 45 calendar days from the end of each month.

On a calendar year basis, the Contractor shall calculate the annual diversion rate of solid waste collected by Contractor in the City. The annual diversion rate shall be calculated using the methodologies currently approved by the State of California and shall include the Annual Per Capita Disposal Rate Per Resident and the Annual Per Capita Disposal Rate Per Employee

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If the State increases waste diversion requirements, or the City increases waste diversion requirements, Contractor may request a rate adjustment pursuant to Article 8 for the additional waste diversion services that may be required, and the provisions of this Section will apply using the higher State-mandated diversion rate.

The City has achieved the following Per Capita Disposal Per Resident and Per Capita Disposal Rate Per Employment diversion rates from 2012 to 2016, with an average of 1.58 Per Capita Disposal Per Resident from 2012 to 2016, and an average of 2.04 Per Capita Disposal Rate Per Employee. Contractor shall be expected to continue to achieve a diversion rate equal to or less than the 1.58 Per Capita Disposal Per Resident and 2.04 Per Capita Disposal Rate Per Employee throughout the entire term of the Franchise Agreements and any extensions, subject to any revisions to the diversion rate calculations as adopted by the State of California. Contractor's current rates shall reflect achievement of this current standard.

Report Year	Target Population	Per Capita Population (PPD)	Target Employee	Per Capita Employment (PPD)
2012	4.6	2	6.6	2.6
2013	4.6	2.1	6.6	2.8
2014	4.6	0.9	6.6	1.1
2015	4.6	1.6	6.6	2.1
2016	4.6	1.3	6.6	1.6
AVERAGE		1.58		2.04

5.3 Automated Cart Collection Services

A. COLLECTION - Contractor shall collect and deliver to the appropriate solid waste and/or processing facility all Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items generated at single-family, multi-family and commercial accounts within the City that may reasonably be serviced by automated collection equipment. Materials shall be properly placed for collection under the requirements of the Loma Linda Municipal Code. Customers shall be required to cut all wood waste in lengths not to exceed four (4) feet with a diameter of three (3) feet in order to be placed in the green cart. Bulky items eligible for curbside pickup on normal collection days include items weighing no more than 50 pounds, no longer than four (4) feet in length, and no greater than three (3) feet in diameter. Any materials not properly placed for collection shall be tagged by the Contractor with a Spanish/English red tag explaining the reason for non-collection.

B. SERVICE FREQUENCY - Contractor shall provide collection of Solid Waste, including Recyclable Materials, Food Wastes and Green Waste, placed in automated carts and positioned at the curb for collection at a minimum of once per week.

C. CARTS - Contractor shall replace existing carts with new residential carts prior to April 1, 2019. Customers will receive one set of automated collection carts, consisting of a black cart for Solid Waste, a blue cart for Recyclables, and a green cart for Food Wastes/Green Wastes for all accounts receiving automated services. The Contractor shall provide either a 64-gallon or 96-gallon cart to each residential

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account, based on the current size utilized by the resident. The body and the lid color shall be of the same color, and shall be either black, blue or green. The City may reserve the right to approve the colors selected by the Contractor. The Contractor shall provide the initial set of automated carts at no cost to the resident. Replacement of lost, damaged or stolen carts may be charged to the resident at the discretion of the Contractor, if it is determined that such loss, damage or theft was a result of negligence on the part of the customer. Carts shall remain the property of the Contractor throughout the term of this Agreement. Carts shall be appropriately marked with the Contractor's name and any other information that the Contractor customarily has marked on their automated carts.

D. FOOD WASTE COLLECTION. Upon the approval of the City Council, Contractor shall implement a Food Wastes Collection program citywide for all Single-Unit Residential Customers with existing Green Waste Carts. The Contractor shall be entitled to apply the "Anaerobic Digestion Rate" included in Exhibit A "Single Family Residential Container Service" to the existing Residential Container Service rates, subject to approval of the City Council and Proposition 218 Compliance. Said program shall include applicable public outreach as approved by the City to encourage customers to include all Food Wastes within the existing Green Waste Containers. Said education shall be, but not limited to, informational stickers applied to the lids of Green Waste Containers, Container tags, and education fliers sent to every Single-Unit Residential Customer. Upon approval, all new or replaced Green Waste Carts shall depict the types of materials allowed in the Food Waste program.

E. BULKY ITEM COLLECTION - Contractor shall provide for the on-call curbside collection of Bulky Items, from all single- and multi-family accounts receiving automated collection. Contractor shall provide this service twice per calendar year to each automated collection account at no cost to the resident. At minimum, said program shall ensure the collection of bulky items placed at curbside within five-business days of the request.

F. HANDICAPPED AND ELDERLY WHEEL OUT PROGRAM. - The contractor shall provide wheel out services at no additional cost to handicapped and elderly residents, upon determination by the City of their eligibility to participate in such a program.

G. ROLL-OUT "VALET" SERVICE - The contractor shall provide difficult terrain pull-out service to any single- or multi-family residential automated collection account for an additional fee. Contractor shall provide special manual carry-out services for those residents desiring such service who are willing to pay the established monthly surcharge for the service. Contractor may charge for this service only where it is requested by the customer for his/her convenience. Placement of carts in the street from residential scout service shall be limited to not more than four (4) hours before collection.

H. CHRISTMAS TREE COLLECTION - Contractor shall collect all Christmas trees on the first two scheduled pickup days after Christmas. Trees shall be diverted by Contractor for deposit at a green waste or composting facility.

5.4 Front Loading Bin Collection Services

A. COLLECTION - Contractor shall collect and deliver to the appropriate solid waste and/or processing facility all Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items generated at multi-family, commercial and

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industrial accounts within the City which may reasonably be serviced by front loading bin collection equipment ("Bins"). Materials shall be properly placed for collection under the requirements of the Loma Linda Municipal Code. Any materials not properly placed for collection shall be tagged by the Contractor with a Spanish/English red tag explaining the reason for non-collection.

B. SERVICE FREQUENCY - Contractor shall provide collection of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items placed in designated bins at a frequency ranging from once per week to five-times per week. Additional pick-ups will be provided as needed, in order to prevent the accumulation of wastes outside of the bins and to allow for the closing of bin lids.

C. BINS - Contractor shall provide, at Contractor's cost, 1-cubic yard up to 6-cubic yards bins, of durable construction so as to not allow leakage of accumulated fluids, which shall be fitted with a solid plastic lid to prevent storm water intrusions, and shall be American's With Disability Act compliant, as appropriate. Lids may be self-closing and shall be fitted with locking mechanisms that may allow the placement of a padlock as desired by the customer to prevent unauthorized use.

D. AB 1826 ORGANICS COLLECTION PROGRAM. AB 1826 currently mandates that as of January 1, 2017, any business that generates 4-cubic yards of organic wastes per week shall arrange for organics collection; by January 1, 2019, all businesses that generate 4-cubic yards or more of commercial Solid Waste shall arrange for organics collection service. Contractor shall design, develop, implement, or expand an AB1826 Organics Collection Program to meet the requirements of AB1826 to all commercial and industrial businesses within the City.

Contractor shall develop a plan relating to the collection, transportation and processing of organics under AB1826 for the City which, among other things, takes into consideration costs or tipping fees, alternative sites within San Bernardino County, distance to processing facility and other considerations, and shall present said plan as part of a rate proposal which may be adopted by the City. Said rate proposal shall be approved by the City Council, in compliance with Proposition 218 requirements. Said program shall include applicable public outreach as approved by the City to encourage customers to include all types of organics in the proposed collection system. Said education shall include but not be limited to, stickers applied to the Carts or Bins, tags, and education fliers distributed to Commercial Customers.

E. BULKY ITEM COLLECTION - Contractor shall provide for the on-call collection of Bulky Items, from all commercial accounts receiving bin collection for a fee. At minimum, said program shall ensure the collection of bulky items within five-business days of the request.

F. ROLL-OUT "SCOUT" SERVICE - The contractor shall provide difficult terrain pull-out service to any bin collection account for an additional fee. Contractor may charge for this service only where it is requested by the customer for his/her convenience. Placement of bins in the street from roll-out scout service shall be limited to not more than two (2) hours before collection.

G. CHRISTMAS TREE COLLECTION - Contractor shall collect all Christmas trees on the first two scheduled pickup days after Christmas from multi-family accounts. Trees shall be diverted by Contractor for deposit at a green waste or composting facility. The Contractor may, in addition, identify

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sites for centralized collection (drop-off) of Christmas trees but must ensure that at no time during the collection period will trees be allowed to accumulate outside of bins.

5.5 Roll-off Collection Service

A. COLLECTION - Contractor shall collect and deliver to the appropriate solid waste and/or processing facility all Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items generated at multi-family, commercial and industrial accounts within the City that may reasonably be serviced by roll-off collection bins or compactors. Materials shall be properly placed for collection under the requirements of the Loma Linda Municipal Code. Any materials not properly placed for collection shall be tagged by the Contractor with a Spanish/English red tag explaining the reason for non-collection.

B. SERVICE FREQUENCY - Contractor shall provide collection of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items placed in designated roll-offs or compactors at a frequency mutually agreed to between the Contractor and the customer. Additional pick-ups will be provided as needed in order to prevent the accumulation of wastes outside of the roll-off or compactor.

C. 1. ROLL-OFFS - Contractor shall provide, at Contractor's cost, 10-cubic yards or 40-cubic yards bins, of durable construction so as to not allow leakage of accumulated fluids.

2. COMPACTORS – Contractor shall work with any customer to ensure the appropriate size and features of a compactor, in order to ensure the safe, water-tight, and compatible configuration.

D. CONSTRUCTION AND DEMOLITION (C&D) WASTE DIVERSION. Contractor shall comply with the requirements of the California Building Standards Code, as adopted by the City, related to diversion of Construction and Demolition Waste materials. Contractor shall divert from landfilling sixty-five percent (65%), or the State-mandated Construction and Demolition diversion percentage whichever is greater, of all Construction and Demolition Waste materials that are generated by covered projects in the City. Contractor agrees to transport all Construction and Demolition Waste materials Collected within the Service Area to a C&D materials processing facility for processing and recovery of Recyclable Materials resulting in a minimum of Sixty-five percent (65%), or the State-mandated Construction and Demolition diversion percentage whichever is greater, diversion from landfill Disposal. The cost per ton for processing Construction and Demolition Waste will be in accordance with the rates set forth in Exhibit A or as may be adjusted under the terms of this Agreement.

In accordance with provisions of the California Green Building code that may change from time to time, Contractor shall deliver all loads of mixed Construction and Demolition Debris to a C&D processing facility for separation and recovery of this Recyclable Material. Contractor shall divert a minimum of 65% of all Construction and Demolition Debris Collected.

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5.6 City Facilities Collection

A. GENERAL - Contractor shall collect and dispose of all Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items generated at premises owned and/or operated by the City as otherwise designated by the City at no-cost to the City. Contractor shall provide appropriate services using automated carts, front-loading bins or roll-offs as requested by the City. City shall provide a list of all city service locations upon commencement of this Franchise Agreement, and shall periodically update said list and provide to Contractor any changes, additions or deletions of permanent service locations. At City's direction, Contractor may also provide collection services at City construction project sites at no cost to the City when the work on such projects is being performed by city crews. Contractor shall provide other services to the City for a fee in the collection manner set forth herein.

5.7 Additional Services to be Provided

A. Temporary Bin Service. Three (3) cubic yard bins and various sized roll-off containers will be made available to all customers on a rental basis for short-term requirements.

B. Locks. Bins and containers will be offered to all customers on special or regular service with locking lid set-up for an established rate.

C. Complaint Handling. The Contractor shall be responsible for all customer complaint handling and other service issues. The Contractor will provide a field supervisor, who will be expected to respond, when required, to customers within two working hours of a complaint being registered with the Contractor's customer service desk.

5.8 Other Collection Services

The Contractor shall be expected to provide other Solid Waste collection services as necessary to meet the needs of all residential, commercial and industrial customers located within the City of Loma Linda. The Contractor shall establish these services as it determines and shall present a proposal in writing for these services to the Public Works Director for review and approval within fifteen (15) calendar days from the determination that said service is necessary. Any rates or fees to be charged for said services shall be approved by the City Council in compliance with Proposition 218 requirements. The Public Works Director is authorized to approve temporary rates or fees for said services; provided that said rates or fees are presented to the City Council for approval as required by Proposition 218.

5.9 Contractor's Inability to Provide Service

If, at any time during the effective period of this Agreement, a customer of the Contractor requests a collection service from the Contractor, which the Contractor cannot render within two full working days from the date of the customer's initial request for service, the Director of Public Works reserves the right to direct such customer to seek other providers who can provide such collection service regardless of the fact that such other provider does not hold a franchise with City for collection services.

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5.10 Hours of Collection

Unless the City Council determines and directs otherwise, the Contractor agrees that it shall not allow any Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items collections to be made except between the hours of 7:00 a.m. and 6:00 p.m. within or near residential areas, Monday through Friday. Collection may be made on the next day if a holiday occurs within the preceding week. There shall be no pickup on Saturdays unless specifically approved by the City. Collections at commercial establishments will be permitted beginning at 6:00 a.m. provided that there are no complaints from residents about the early morning noise disruption. Commercial collections may continue until 6:00 p.m. and are allowable Monday through Friday.

5.11 Collection Standards

A. Care of Private Property. Reasonable care shall be used by the Contractor's employees in handling all privately owned collection containers and enclosures, and all damage caused by the negligence or carelessness of the Contractor's employees shall be promptly adjusted with the owner thereof. All collection containers, after emptying thereof by the Contractor's employees, shall be returned to within five (5) feet of the location from which the same were picked up by the Contractor's employees, upright with lids properly placed, to insure same are not deposited in any driveway, sidewalk, or street. Contractor shall ensure that its employees close all gates opened by them in making collections, unless otherwise directed by the customer, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. City shall refer complaints about damage to private property to Contractor.

B. Noise. All Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance. Contractor will promptly resolve any complaints of noise to the satisfaction of the Director of Public Works or a designee.

C. Record of Non-Collection. When any solid waste, recyclables, manure, yard waste, or other compostable material deposited for collection is not collected by the Contractor because it fails to meet the requirements of the Municipal Code or this Agreement, Contractor shall leave a bilingual Spanish/English red tag (provided at his cost) at least 3" x 6" in size, on which he has indicated the reasons for his refusal to collect the solid waste, recyclables, manure, yard waste, or other compostable materials, giving reference to the section of the City Ordinance or to the section of this Agreement which has been violated, and which gives grounds for his refusal as well as the Contractor's address, phone number and business hours. This information shall either be in writing or by means of a check-list system.

In addition, thereto, Contractor shall maintain, at his place of business, a log listing all complaints and tagging's. Said log shall contain the names and addresses of parties involved, date of such complaint or tagging, nature of same and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by Director of Public Works upon request. Such log shall be retained for

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at least 2 years after the last entry. Contractor will provide a report of all such non-collections each month and no later than 45-days after the end of each month.

5.12 Litter Abatement.

A. Minimization of Spills. Contractor shall use due care to prevent Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items from being spilled or scattered during the collection or transportation process. If any Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items are spilled during collection, the Contractor shall promptly clean up all spilled materials.

B. Clean Up. During the collection transportation process, the Contractor shall clean up litter in the immediate vicinity of any solid waste, recyclables, manure, yard waste, and other compostables storage area (including the areas where collection bins and debris boxes are delivered for collection). The Contractor shall discuss instances of repeated spillage not caused by it directly with the customer responsible and will report such instances to the City. City will attempt to rectify such situations with the customer if Contractor has already attempted to do so without success.

C. Covering of Loads. Contractor shall cover all open debris boxes and compactor openings during transport from one collection region of the City to another (over major arterials), to the disposal site or any processing facility. No material shall be transported to the disposal site or any processing facility in vehicle hoppers.

D. Compliance with National Pollution Discharge Elimination System (NPDES) Requirements. Contractor shall ensure that all Bins located at commercial, multifamily and industrial locations shall not leak or unnecessarily discharge water or other fluids. All lids shall be placed in the closed position upon completion of service by the Contractor. Contractor shall immediately report via telephone to the City's NPDES Coordinator, any spills of liquids which may potentially or actually enter the City's storm drain system. Contractor shall ensure that all spilled Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items resulting from servicing of Bins and Roll-offs shall be cleaned up through sweeping or other mechanical methods in order to ensure said materials cannot reach the City's Storm Sewer System. Overloading of Bins, excessive Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items located within any commercial or industrial bin enclosure shall be reported to the City's NPDES Coordinator for additional investigation.

5.13 Collection, Transportation, and Disposal of Solid Waste

Contractor shall be obligated as set forth herein to provide for the lawful collection, transportation, and disposal of refuse from within the City to a permitted disposal site subject to the County of San Bernardino Waste Disposal Agreement (WDA). However, City reserves the right, upon a determination that the public interest requires a collection, transportation, or disposal program different from what Contractor has established, to direct Contractor to change its collection, transportation, or disposal program, including but not limited to the location of the disposal site. City reserves the right to disprove of Contractor's selection of a disposal site, in which case Contractor will designate another, which the

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City Council must approve. Contractor shall select the most cost-effective facility, including tipping fees, operating and hauling costs, consistent with fulfilling all of Contractor's other obligations hereunder. Contractor shall maintain accurate records of the quantities of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items or materials transported to the disposal site and will cooperate with City in any audits or investigations of such quantities. These records shall be made available to the City on a regular basis to fulfill the City's obligatory documentation of AB939 (as amended) efforts.

Contractor expressly acknowledges its awareness of the Waste Disposal Agreement which has been adopted and entered into by City with the County of San Bernardino. Contractor represents and warrants that it can and will perform its duties in connection with this Agreement in such a manner as to ensure that City does not breach the terms of the Waste Disposal Agreement as a result of Contractor's actions or inaction. In the event City advises Contractor in writing that the Waste Disposal Agreement has been terminated, or that it no longer wishes to exercise its Flow Control Option in a manner consistent with the Waste Disposal Agreement, then Contractor's obligations pursuant to this paragraph shall be terminated.

The Waste Disposal Agreement Rate in effect and approved by the City and the current rate at the time of this agreement is listed under section 4.3. Any and all landfill rebate amounts paid by the County to the City shall be credited to Contractor as an offset either on the County of San Bernardino waste disposal account or payable by City to Contractor.

5.14 Processing of Solid Waste

Contractor, prior to disposal, may direct any or all portions of the Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items collected under this Franchise to a landfill, material recovery, composting, transformation or any other permitted solid waste processing facility, for processing of any materials contained therein. The City Council reserves the right to designate such a facility or may disapprove Contractor's choice. In addition to the provisions of Section 7.3, Contractor agrees to assist the City in identifying loads suitable for processing at material recovery, composting, transformation or any other solid waste processing facilities, and to modify routes or storage and collection procedures, as directed by the Director of Public Works, to increase the quality or recoverability of materials generated by customers.

5.15 Vehicles

A. General. Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. The Contractor agrees to maintain each piece of equipment used by it in the performance of this Agreement in good order and repair. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used (i.e., residential, commercial and roll-off) to respond to equipment breakdowns (so as to guarantee service is rendered on the scheduled day), complaints and emergencies. The Director of Public Works reserves the right to inspect any and all of Contractor's equipment upon reasonable notice to Contractor. All such vehicles shall have water-tight bodies designed

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to prevent leakage, spillage or overflow. All such vehicles shall comply with the noise abatement requirements of this Agreement.

B. Specifications. All vehicles used by Contractor in providing collection services shall be registered with the California Department of Motor Vehicles and shall meet or exceed all legal standards. Contractor agrees to maintain all of its collection vehicles in compliance with the provisions of the California Vehicle Code as applicable. Contractor shall perform vehicle and terminal inspections as required by state and Federal laws. Certificates for said inspection shall be filed with the Director of Public Works. The Director of Public Works reserves the right to inspect any and all collection vehicles with a 24-hour notice. In addition, all vehicles shall be alternative fuel as required by the South Coast Air Quality Management District.

C. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. Similarly, the words "Serving the City of Loma Linda" shall be displayed beneath the Contractor's name. Contractor shall not place the City's logo on its vehicles.

D. Cleaning and Maintenance.

1. General. Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times. All trucks, trailers, and other conveyances or equipment, including bins, used to collect, haul, or transport garbage or rubbish shall at all times be kept clean, in good repair, and well and uniformly painted, to the satisfaction of the Director of Public Works. Each truck shall be so constructed and used that rubbish, garbage, oil, or grease will not blow, fall, or leak out of the truck onto the street. All refuse shall be transported by means of vehicles equipped with watertight bodies fitted with close fitting covers. Should any refuse be dropped or spilled in collecting, transferring, or transporting, it shall be immediately cleaned up. A broom and a shovel shall be carried on each truck at all times for this purpose.

2. Cleaning. Vehicles used in the collection of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items shall be thoroughly washed at a minimum of one (1) time per week, and thoroughly steam cleaned on a regular basis so as to present a clean appearance and minimize odors. All vehicles shall be painted at least once every three (3) years, although the City may require the painting of any vehicle which does not present a satisfactory appearance, as deemed by the Director of Public Works, at any time. All graffiti shall be removed immediately. The Director of Public Works may inspect vehicles at any time to determine compliance with sanitation requirements. Contractor shall make vehicles available to the County Health Department for inspection.

3. Inventory. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including backup collection vehicles. Upon written request, Contractor shall furnish the City a current vehicle inventory.

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4. Storage. Contractor shall arrange to store all vehicles and other equipment in safe and secure locations(s) in accordance with City's applicable zoning regulations if stored within the City.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

5.16 Solid Waste Containers

A. General. Contractor shall provide Carts, Bins and Roll-offs for storage of solid waste which shall be designed and constructed to be water tight and prevent the leakage of liquids. All containers with a capacity of one cubic yard or more shall meet applicable Federal regulations on solid waste safety and shall meet both OSHA and Cal-OSHA requirements as applicable. All containers shall be painted the Contractor's standard color and shall prominently display the name and telephone number of the Contractor in letters and numbers no less than two and one-half (2 1/2) inches high. To attain certain economies, some customers may request specialized services such as compactors, roll-off, or custom-built containers, etc. The sale, lease, rental of such equipment, or their provision by the customer, may be negotiated by the latter and the Contractor. Information relating to any such agreements shall be forwarded to the Director of Public Works.

B. Cleaning, Painting, Maintenance. Once every twelve months Contractor shall replace, clean or repaint all commercial containers as needed so as to present a clean appearance. In addition, Contractor shall do the same upon 48 hours oral notice by Director of Public Works. Contractor shall maintain all containers in a functional condition and shall remove graffiti immediately.

5.17 Personnel

A. General. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

B. Driver Qualifications. All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall furnish photocopies of the licenses for all vehicle operators.

C. Identification Badge. Contractor shall require its drivers, and all other employees who come into contact with the public, to wear a uniform as a means of identifying the employee.

D. Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items or who are otherwise directly involved in such collection. Contractor shall train its employees involved in Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items collection to identify, and not to collect, hazardous or infectious waste.

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E. No Gratuities. Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items under this Agreement.

F. Employee Appearance and Conduct. All employees, while engaged in the collection or gathering of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items within the City, shall be attired in suitable and acceptable uniforms which are subject to approval by the Director of Public Works. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.

G. Provision of Field Supervision. Contractor shall designate one qualified employee as on-site supervisor of field operations who shall be equipped with a vehicle and mobile telephone. The field supervisor will devote all of his or her time in the field, within the City of Loma Linda, checking on collection operations, coordinating improvements to service, resolving field problems, and responding to complaints of customers either in person or by telephone. The field supervisor will be expected to respond to complaints within two working hours and to correct field deficiencies within one working day.

5.18 Hazardous Waste

A. General. If the Contractor determines that waste placed in any container for collection or delivered to any facility is hazardous or infectious waste or other waste that may not legally be disposed of at the disposal site or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such waste. The customer will be contacted by the Contractor and requested to arrange proper disposal. If the customer cannot be reached immediately, the Contractor shall, prior to leaving the premises, leave a red bilingual, Spanish/English tag at least 3" x 5" indicating the reason for refusing to collect the waste, in which case a copy of the tag, along with the address of premises (and the name of the customer, if known) shall be delivered to the Director of Public Works by the following business day.

If the waste is delivered to the disposal site before its presence is detected and the customer cannot be identified or fails to remove the waste after being requested to do so, the Contractor shall arrange for its proper disposal. The Contractor shall make a good faith effort to recover the cost of disposal from the customer, and the cost of this effort, as well as the cost of disposal shall be chargeable to the customer.

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ARTICLE 6. OTHER COLLECTION-RELATED SERVICES, STANDARDS AND AGREEMENTS

6.1 Billing

A. BILLING OF PERMANENT ACCOUNTS (EXHIBITS “A” AND “B” ATTACHED)- The City shall perform billings for the services rendered by the Contractor for all permanent automated collection and commercial collection, based on the service levels provided by the Contractor to the City's Customers. Contractor and City mutually agree to exchange information regarding any changes in the levels of service, increases or decreases in the size or frequency of service of front-loading collection bins that either party implements within one (1) business day of the request for this service change. Contractor shall provide any needed account data or other information as requested by the City's Finance Department in order to accurately bill customers for the services received no later than the date needed by the Finance Department to prepare billing statements.

B. BILLING OF ROLL-OFF, COMPACTORS AND TEMPORARY BIN ACCOUNTS (EXHIBIT “C” ATTACHED) - Contractor shall perform billings rendered by the Contractor for all roll-off, compactor and temporary bin collections, based on service levels provided by the Contractor to the City's customers. Contractor shall submit both an electronic and written report of the roll-off, compactor and temporary bin accounts within 45-days from the end of each month. This report shall list the account number, account name and address of each account, the type, size and frequency of service, the location where each material was sent for processing or disposal, and the total dollar amount billed for those services. For roll-off and compactor accounts, Contractor shall report the tonnage collected and include a copy of the weight ticket associated with the service provided. Contractor shall calculate the total amount of revenues generated, and shall include payment of the applicable franchise amount due the City for the roll-off, compactor and temporary bin accounts. All billing and weight records shall be subject to review and audit by the City.

C. BILLING IN EXCESS OF RATES PROHIBITED - The Contractor agrees that it shall neither charge nor collect any sum or sums in excess of, or in addition to, the amounts specified in this Agreement for any Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items collection services made pursuant to this Agreement.

D. COLLECTION OF BILLING AMOUNTS - The Contractor agrees that the City shall be under no obligation to collect or to enforce collection of any sums due to the Contractor for services rendered under this Agreement except as specifically provided in this Agreement or in the Loma Linda Municipal Code. For roll-off, compactor and temporary bin billings and accounts only, the Contractor does hereby release the City from any and all liability for the payment of any sum or sums which may become due to the Contractor for the collection or removal of solid waste, recyclables, manure, yard waste, or compostables under the terms of this Agreement.

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E. TERMINATION OF SERVICE FOR NON-PAYMENT - In the event of nonpayment of collection fees within the prescribed payment period, the City and/or the Contractor will, after 45 days delinquency, notify the customer of its intent to terminate service for reason of nonpayment; a copy of the notification will be provided to the Director of Public Works. Should payment remain delinquent after 60 days, a second notification, with copy to the Director of Public Works, will be issued to the customer specifying the exact date that service will be discontinued. Services terminated due to nonpayment of collection fees may be reinstated with the payment of the delinquent amount(s) plus a reinstatement charge as specified in the City's Rate Resolution. Customers may, on an individual basis, request annual or monthly payment schedules, and the Contractor will work in good faith with individual customers to reasonably satisfy such requests.

F. INCLUSION OF INFORMATION IN BILLING - As part of the billing procedure, the Contractor shall provide envelopes, return envelopes, and messages with bilingual text (English and Spanish) related to solid waste management issues with their normal billing to the extent such envelopes, return envelopes, and messages may be deemed necessary by the Director of Public Works. These messages shall include but are not limited to route maps, pick-up times, collection rules, holidays, information regarding community clean-up events, Christmas tree collection procedures, and similar information. The language of any such messages shall be reviewed and approved by the Director of Public Works prior to their distribution. The costs of producing, printing and the distribution of such notices shall be the responsibility of the Contractor. Contractor also agrees to insert informational media with the billings, at Contractor's expense when said insert(s) do not increase the Contractor's basic mailing costs. The Director of Public Works will provide not less than thirty (30) days' notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangement for inclusion of the City's materials. The Director of Public Works will provide Contractor the mailers at least (15) days prior to the mailing date. When said insert(s) exceeds the Contractor's basic mailing cost, the City will pay Contractor for added weight costs; however, the Contractor will inform the Director of Public Works when proposed insert(s) will exceed the Contractor's basic mailing costs in order for the Director to decide whether placing the insert(s) is the most cost-effective manner to convey said public notice(s).

G. MAINTENANCE OF BILLING RECORDS - The Contractor shall maintain copies of said billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by City. The Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, which provides that the records can be preserved and retrieved for inspection and verification in a timely manner.

6.2 Reports

A. FREQUENCY - The Contractor shall submit a monthly report for each month that Contractor provides services under this Agreement. Reports shall be due to the Director of Public Works no more than 45-calendar days from the end of each month.

B. FORMAT OF REPORT - The report shall be in a format which will allow the City Manager and Council to compare the operations of the Contractor with the franchise fee paid and the appropriate adjustments to the franchise fee calculated pursuant to this Agreement. The format of the report shall be

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in a style and manner as mutually agreed to between the Contractor and the Director of Public Works and shall include:

The number of accounts physically serviced by the Contractor for each service type (automated, commercial front-loader, roll-off, compactor and other collection services including used oil, universal wastes and bulky item services);

The cumulative tons of material collected from the automated, commercial front-loader and other collection services;

The tons and types of materials diverted from the automated, commercial front-loader and other collection services (bulky item). The tons of material landfilled from the automated, commercial front-loader and other collection services, including the disposal locations;

The diversion rate calculation for the automated commercial, front loader and other collection services;

The tons and types of materials diverted from the roll-off and compactor collection services.

The tons of material landfilled from the roll-off and compactor collection services, including the disposal locations.

The diversion rate calculation for the roll-off and compactor collection services;

The number of complaints received during the month, including the address, date received, issue or concern and the date the complaint was resolved and how it was resolved;

Any other items or issues of concern as noted during the month by the Contractor.

6.3 Annual Audit

At the request of the City Manager the reports submitted by the Contractor pursuant to Section 6.2 may be audited and certified to by an independent certified auditor mutually approved by the City Manager and the Contractor. The Contractor will bear the expense of said audit where a 4% discrepancy is discovered, but audit fees are allowed as an operating expense for rate setting purposes. If the Contractor and City Manager fail to mutually agree on the selection of a certified auditor within 90-calendar days prior to the end of the Contractor's annual accounting period (for that accounting period), the City Manager shall select the auditor.

6.4 Record Keeping

The Contractor shall maintain such accounting and statistical records as shall be necessary to develop the financial statements and reports prescribed by City.

6.5 Inspection by City

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The Director of Public Works shall have the right to observe and review Contractor operations and enter Contractor's premises, for the purposes of such observations and review, at all reasonable hours with reasonable notice.

6.6 Public/Customer Service and Accessibility

A. Office Location. Contractor shall provide a business office available to its customers for purposes of carrying out its obligations under this Agreement.

B. Office Hours. Contractor's office shall be open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday. The office may be closed on Saturdays and Sundays and those holidays recognized by the Contractor. The Contractor shall notify the Director of Public Works of the holidays recognized by the Contractor.

C. Availability of Representatives. A representative of the Contractor shall be available at the Contractor's office during office hours to communicate with the public in person and by telephone. A suitable drop box or collections mechanism shall be provided in the Contractor's office for the receipt of payments.

D. Telephone. Contractor shall maintain a toll-free telephone system in operation at its office at all times. Contractor shall install telephone equipment and have available service representatives sufficient to handle the volume of calls typically experienced on the busiest days. Telephone service shall be provided from 8:00 a.m. to 5:00 p.m. Contractor shall also maintain an after-hours telephone number for use during other than normal business hours. Contractor shall have a representative or voice mail available at said after-hours toll-free telephone number during all hours other than normal office hours. If customers are unable with reasonable effort to reach Contractor's office by phone or are subject to waiting time "on hold" of more than two (2) minutes prior to reaching a customer service representative, the Director of Public Works may require that Contractor install additional telephone lines or hire additional customer service representatives.

The Director of the Public Works, the Fire Chief and the Sheriff's Office shall be provided with a 24-hour emergency phone number.

E. Consumer Information. The City Manager may direct Contractor to prepare bilingual information cards containing information about the amounts of solid waste which will be collected, times for special collection events, curbside recycling and household hazardous waste drop-off programs, collection schedules, rates and complaint procedures. Contractor shall distribute such information cards to the occupants of all residential and commercial premises. Information cards shall be revised and distributed if there is any material change in the information and, in any event, whenever a new customer is first billed. Information cards shall also be mailed to City residents upon request and shall be provided to the Chamber of Commerce in quantities required by the Chamber. Contractor will submit printer's proofs of the information cards to the Director of Public Works prior to distribution and will incorporate City's comments in the final version distributed to the public.

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6.7 Service Complaints

The Contractor agrees to maintain a written log of all oral and written service complaints registered with the Contractor from customers within the City. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints. Contractor shall record in a separate log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be retained by the Contractor for at least one (1) year after the last entry and the Director of Public Works may review the log at any reasonable time. A Copy of the complaint log shall be submitted with the monthly report for the month.

Contractor shall respond to all complaints from customers within two hours and correct deficiencies within twenty-four (24) hours, weekends and holidays excluded. In particular, if a complaint involves a failure to collect solid waste, recyclables, manure, yard waste, and other compostables from a premise, required by this Agreement, Contractor shall collect the solid waste, recyclables, manure, yard waste, and other compostables in question within such twenty-four (24) hour period, provided it has been delivered for collection in accordance with the City's Municipal Code or this Agreement.

6.8 Title to Solid Waste

It is expressly understood that all solid waste, recyclables, manure, yard waste, and other compostables become the property of the Contractor when placed for collection. Notwithstanding, the Contractor shall be obligated as set forth herein to provide for the lawful collection, transportation, and disposal of refuse from within the City to a permitted disposal site, consistent with the San Bernardino County Waste Disposal Agreement (WDA). However, the City reserves the right, upon a determination that the public interest requires a collection, transportation, or disposal program different from what Contractor has established, to direct Contractor to change its collection, transportation, or disposal program, including but not limited to the location of the disposal site.

6.9 Nondiscrimination

Contractor shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons or as otherwise prohibited by law.

6.10 Change in Collection Schedule

Contractor shall notify the Director of Public Works forty-five (45) days prior to any change in residential collection operations which results in a change in the day on which solid waste, recyclables, manure, yard waste or compostables collection occurs. Contractor shall notify all residential customers no less than thirty (30)-days prior to the change in the day. Contractor will not permit any customer to go more than seven (7) days without service in connection with a collection schedule change.

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6.11 Report Accumulation of Solid Waste: Unauthorized Dumping

Contractor shall direct its drivers to note (1) the addresses of any premises at which they observe that solid waste is accumulating and is not being delivered for collection; and (2) the address, or other location description, at which solid waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the Director of Public Works within three (3) working days of such observation in order to protect health, safety and welfare.

6.12 Payment to Contractor by City

Payment to the Contractor by the City for the services provided by the Contractor under this agreement shall be based upon the gross receipts collected by the City for the Contractor's services, less the Franchise Fee as set forth in Section 4.3, and the 5% Pavement Impact Fee set forth in Section 8.3.F.

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**ARTICLE 7. CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT OF 1989 (AB939):
OPERATIONAL AND REPORTING REQUIREMENTS**

7.1 Existing Recycling Program

The City has achieved the following Per Capita Disposal Per Resident and Per Capita Disposal Rate Per Employment diversion rates from 2012 to 2016, with an average of 1.58 Per Capita Disposal Per Resident from 2012 to 2016, and an average of 2.04 Per Capita Disposal Rate Per Employee. Contractor shall be expected to continue to achieve a diversion rate equal to or less than the 1.58 Per Capita Disposal Per Resident and 2.04 Per Capita Disposal Rate Per Employee throughout the entire term of the Franchise Agreements and any extensions, subject to any revisions to the diversion rate calculations as adopted by the State of California. Contractor’s current rates shall reflect achievement of this current standard.

Report Year	Target Population	Per Capita Population (PPD)	Target Employee	Per Capita Employment (PPD)
2012	4.6	2	6.6	2.6
2013	4.6	2.1	6.6	2.8
2014	4.6	0.9	6.6	1.1
2015	4.6	1.6	6.6	2.1
2016	4.6	1.3	6.6	1.6
AVERAGE		1.58		2.04

7.2 Other Recycling Programs

Contractor warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939 and AB 341, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to the City or Customers, to meet such diversion requirements. The Contractor and Director of Public Works shall agree on the schedule, format, and content for the additional programs to be presented to the Council. Any rate increase for such programs shall be considered as set out in this Agreement. From time to time "grant" monies for special programs may be made available to the City. These funds will be actively pursued by the City to improve its programs for solid waste diversion and will be used in concert with the Contractor to offset expenses to customers under the guidelines and administrative procedures established for such programs by the Director of Public Works.

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7.3 Solid Waste Diversion

Contractor warrants and guaranties that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the requirements of all Applicable Law including specifically AB 939, AB 341 and SB1826, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341 and all amendments thereto. In this regard, Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

To the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or any Applicable Law and such failure or refusal prevents or delays City from submitting reports required by Applicable Law in a timely manner; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of Applicable Law are not met with respect to the waste stream Collected under this Agreement.

And it will:

1. Assist City in responding to inquiries from CalRecycle;
2. Assist City in preparing for, and participating in, any review of City's SRRE pursuant to Applicable Law;
3. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so directed by City;
4. Assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Law;
5. Assist City with the development and implementation of a public awareness and education program that is consistent with the City's SRRE and HHWE, as well as any related requirements of Applicable Law;
6. Provide City with recycling, source reduction, and other technical assistance related to compliance with the Applicable Law;
7. Defend, with counsel acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to AB 939 and AB 341;
8. Be responsible for and pay any fees, penalties or other costs imposed against the City by CalRecycle, and to the extent legally permitted, indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's or AB 341's diversion requirements, or violation of any other provision of the Applicable Law, arising from or in any way related to Contractor's performance of its obligations under this Agreement.

7.4 Annual AB939 Collection and Reporting Requirements

To assist the City in its planning to meet the requirements of AB939 as it exists on the date of execution of this Agreement and as it may be amended from time-to-time, Contractor shall:

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- Record and summarize on a monthly basis, the daily quantities of solid waste collected and disposed at each processing and disposal facility used by the Contractor and shall provide this information to the City on a monthly basis.

- Record and summarize on a monthly basis the daily quantities of Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items, and any materials destined for transformation facilities collected according to: (1) material types consistent with the City's Solid Waste Generation Study; (2) approved programs; and (3) processing facility/markets to which the materials are delivered. Contractor shall provide this information to the City on a monthly basis.

All disposal and diversion tonnages shall also be further disaggregated according to the source of generation as follows:

Residential Automated Solid Waste - Solid waste originating from single- and multiple-unit dwellings and collected by automated collection.

Commercial Front-loader Solid Waste - Solid waste originating from multi-family residences, stores; business offices; commercial warehouses; hospitals; educational, health care, military, and correctional institutions; nonprofit research organizations; and government offices.

Commercial Roll-off Solid Waste - Solid waste originating from stores; business offices; commercial warehouses; hospitals; educational, health care, military, and correctional institutions; nonprofit research organizations; and government offices.

Industrial Solid Waste - All solid waste placed in roll-offs boxes and originating from industrial sources.

This monthly information shall be given to the Director of Public Works to note within AB939 documentation submittals to the CalRecycle.

Contractor shall also provide to the Director of Public Works an annual Waste Disposal and Diversion Report based upon these daily records by the 1st of April of each calendar year or at a mutually agreed upon date to meet the CalRecycle reporting deadline. This report shall include total tonnages disposed by waste source and disposal facility, and total tonnages diverted by waste source, material type, and program and the specific solid waste processing facility or market to which the materials were delivered.

All reports shall be adequate to meet City's reporting requirements to CalRecycle throughout the term of this Franchise Agreement. Contractor shall also provide any other reports required by AB939.

7.5 AB939 Staffing Position

The Contractor shall dedicate adequate staff to implement and monitor AB939 requirements on behalf of City, throughout the term of this Agreement, in accordance with the City's integrated waste management programs identified in its Source Reduction and Recycling Element (SRRE), and any subsequent amendments.

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7.6 Public Outreach Program

The Contractor will develop and implement a public education program on source reduction, reuse, recycling, composting and secondary materials usage and availability as required by the Public Education Component of the City's SRRE and AB939. This requirement may include, but is not limited to public and school presentations, mailers, and brochures.

7.7 Waste Composition Studies

Contractor agrees to cooperate with City on all future waste composition studies, at no additional cost to the City, including but not limited to, modification of routes or collection of individual accounts identified by the Director of Public Works for purposes of obtaining desired waste composition data. Contractor further agrees to deliver a reasonable number of targeted loads to a nearby location or locations specified by the Director of Public Works as reasonably agreed by Contractor for purposes of conducting waste composition analysis.

7.8 Use of Recycled Materials

Whenever possible Contractor shall use recycled paper as part of all publicity, billing, and other management and operational activities associated with the performance of this Agreement. Opportunities for use of other recycled materials shall also be pursued.

7.9 Change in Laws

Contractor shall develop and, upon the City Council's approval, implement within a timely manner, programs to meet new requirements of AB939 or similar state and federal laws. Contractor may request a rate increase or decrease under Section 8.4 for additional duties required hereunder, if the Contractor can show that the new duties will cost more or less than revenues collected under the current rate structure.

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ARTICLE 8. SERVICE RATES AND REVIEW

8.1 Contractor's Rates; General

Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the exclusive right to collect from and charge customers for Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items services rendered, at rates fixed by the City Council from time to time and in compliance with Proposition 218 requirements.

Current rates are attached hereto as Exhibit "A." The Contractor shall continue to provide the services required by this Agreement, charging no more than the rates authorized by Exhibit "A," until otherwise adjusted and effective July 1 of each subsequent year. Thereafter, the rates may be increased annually only as hereinafter set forth.

8.2 Rate Review

Rates may only be increased because of tipping fee increases or cost of living increases in accordance with Section 8.3 or because of extraordinary circumstances in accordance with Section 8.4. The Contractor may apply for rate review under Section 8.3 not more often than annually. The complete application shall be submitted not later than April 1 for the period starting July 1. The City Council will act on the request as soon as possible and will complete the approval process by June 15, if possible. Application for rate review under Section 8.4 may be submitted at any time after January 1. The Contractor shall submit any and all data requested by and in the format prescribed by the Director of Public Works. The application shall show how the rate increase requested meets the formula set out in Section 8.3 or 8.4 and shall demonstrate the need for such an increase.

8.3 Rate Formula

All rates for services to be provided under this agreement shall be set forth in Exhibit "A" . Any subsequent rate adjustment necessitated by cost of living or tipping fee changes expected on or before July 1 of each year, to be effective as of July 1 will be calculated according to the following provisions:

A. Formula. Rate adjustments will be calculated based upon the following formula and definitions of terms:

Total Rate (TR) increased by change in CPI.

New Total Rate = Old Total Rate x (1.0 + CPI)

TR = Total Rate for a specified service in dollars/cents.

CPI = Riverside-San Bernardino-Ontario, California Region Consumer Price Index
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B. Tipping Fees. This component is considered separately from the Base Rate and shall only include the costs associated with the Tipping Fees from the County of San Bernardino. No CPI increase will be applied but their increases and decreases will be passed through as set out in this Subsection. Tipping fee increases or decreases are intended to be "pass through" expenses and will be dealt with accordingly in the review process by the City Council.

C. Base Rate. The Base Rate subject to any CPI adjustments will be the monthly rates minus tipping fees for landfills and any costs, fees, or tax authorized by any government agency. The Base Rate shall include all of the Contractor's operating expenses, including but not limited to fuel, labor, equipment, overhead and administration, diversion and recycling activities, processing fees and other expenses as necessary to achieve the requirements set forth in this Agreement.

D. Applicable CPI Adjustment. The increase or decrease in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Riverside-Orange County, California area will be applied to the Total Rate as listed in subsection A, for the rate adjustment effective July 1, 2019. The CPI adjustment shall be the increase or decrease in the Consumer Price Index (CPI) for the previous 12-month period (January to January) for All Urban Consumers in the Riverside-San Bernardino-Ontario, California area applied to the Total Rate of Subsection C., and when approved, will be effective July 1 of each year.

E. Franchise Fee. The Franchise fee shall be fifteen percent (15%) of the total Base Rate and Tipping Fee.

F. Pavement Impact Fee. The Pavement Impact Fee shall be five percent (5%) of the Total Base Rate and Tipping Fee.

The new monthly rates will be the sum of the Base Rate, Tipping Fee, Franchise Fee, Pavement Impact Fee, and/or taxes specified in Subsection A of this Section 8.3.

8.4 Rate Submission Package

Contractor shall notify the Director of Public Works of the notification of the increase or decrease. Along with such notification, Contractor shall provide a revised schedule of rates showing the effect of any such increase or decrease on the monthly rate per class of service. Contractor shall confirm that the disposal location chosen by Contractor (unless said location is specifically directed by City to be used) is the most cost-effective for tipping costs giving due consideration to the impact on operating and hauling costs. Contractor shall provide any additional information requested by the City Manager or City Council at that time.

Proposed new rates shall be submitted in accordance with the requirements of Proposition 218, including distribution of notices to all customers affected by the proposed new rates 45-days prior to the public hearing of the proposed new rates.

The City Manager shall place a notice of any such increase or decrease upon the agenda of the City Council. The City Council shall review the proposed increase or decrease and review the reason(s) for the change with the Contractor. In cases of an increase, the City Council shall not deny any such increase unless it questions the authority of the landfill operator or another political body to impose such an

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increase, fee, assessment or tax. The City Council may reduce the proposed increase if it does not accurately reflect the cost increase to the Contractor of the tipping fee increase.

Once reviewed by the City Council, any approved increase shall be effective as of July 1 of each year. To the maximum extent possible, Contractor shall notify all customers in advance of such an increase by utilizing notices in billings, the news media and other appropriate means. The Director of Public Works and Contractor shall work together to determine the appropriate form of notification.

Contractor shall implement any decrease upon its effective date without prior City Council review or approval. Thereafter, City Council shall review and approve or modify Contractor's rate adjustment resulting from said decrease.

8.5 Special Rate Review

The Contractor may apply to the City Council for consideration of a special rate review should an event or circumstance arise which jeopardizes the economic operation of the Contractor. A special application may be considered at the option of the City Council if:

1. An event or circumstance occurs which was not reasonably foreseen, and is extraordinary and not a usual business risk of the Contractor; or,
2. An event or circumstance occurs which is beyond the control of the Contractor; or,
3. It is necessary for the Contractor to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement or meet the requirements of applicable law.

The Contractor will have the right to apply for rate review and adjustment for changes in disposal methods or sites mandated or authorized by any higher political body which may now or in the future have legal jurisdiction.

The City Council or City Manager may initiate a special rate review at its option. Any rate review, whether initiated by the City Council, City Manager or the Contractor, will follow the format specified for a regular rate review. If initiated by the Contractor, the complete application must be submitted at least sixty (60) days prior to the date it may become effective unless the Contractor can demonstrate to the satisfaction of the City that circumstances beyond their control warrant waiver by the City of this requirement. If initiated by the City Council or the City Manager, the Contractor shall submit requested data within sixty (60) days of the date that notice is provided to the Contractor. In any special rate review the rate changes will follow the basic principles of the rate formula of Section 8.3, however, some aspects of such reviews may demand negotiations with the City Manager or his designated representative.

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8.6 Publication of Rates

Following City Council approval of rate adjustment, the Contractor shall provide immediate written notice to subscribers of rate changes, which notice may be provided with, or as part of a regular billing by the contractor. Residential customers billed by City will be notified by the City.

8.7 Mediation and Arbitration

If a dispute arises out of or relates to rate adjustments, or any computation thereof, and if said dispute cannot be settled by negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration, litigation, or some other dispute resolution procedure.

Claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to rate adjustments or the computation thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. No arbitration arising out of or relating to rate adjustments, or any computation thereof, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by Contractor, City, and any other person sought to be joined. (Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Rates in effect at the time such dispute is submitted to resolution shall remain in effect pending resolution of such dispute. The effective date of any rate adjustment, whether retroactive or prospective, shall be determined by the arbitrator.

ARTICLE 9. INDEMNITY, INSURANCE, BOND

9.1 Indemnification of City

A. Indemnification Generally. Separate and distinct from the insurance and liquidated damages provisions found in this Agreement, Contractor agrees to defend, with counsel to be agreed upon by both parties, indemnify, and hold harmless. City and its agents, officers, servants, and employees from and against any an all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including but not limited to, injury to Contractor's or City's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by acts or omissions of City, Contractor, or their agents, officers or employees, in the preparation, bidding, execution, administration, or performance of this Agreement, or in performing the work or services herein, and all costs and expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or intentional tort of the City, its agents, officers or employees, determined by a court of competent jurisdiction.

B. Hazardous Materials Indemnification. Contractor shall indemnify, defend, with counsel to be agreed upon by both parties, protect and hold harmless City, its officers, employees, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against. City or its officers, employees, or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous wastes at any disposal or processing facility where solid waste is or has been transported, transferred, processed, stored, disposed of or has otherwise come to be located by Contractor or its activities pursuant to this Agreement resulting in a release of any hazardous substance into the environment. The foregoing indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," also known as "Superfund," 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, other statutes or common law for any and all matters addressed in this provision. This provision shall survive the expiration of the term of this Agreement.

The requirements of this Section 9.1 (B) need not be separately insured or bonded by Contractor. The only security for the performance of this Section is the faithful performance security required by Section 9.3. City accepts the otherwise unsecured indemnification covenant of Contractor set forth in this Section. Any other indemnification agreement covering the same subject matter of which the City is beneficiary shall be primary to the indemnification agreement of this Section.

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C. The Act Indemnification. In addition to its duties pursuant to Article 7, Contractor agrees to implement measures to meet the requirements of the City Code with respect to the collected waste stream covered by this Agreement. Contractor agrees to protect, defend, indemnify and hold City harmless against all fines or penalties imposed by CalRecycle in the event the diversion, source reduction and recycling goals of the Act are not met by the City of Loma Linda with respect to the collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement, or if Contractor's delays in providing information prevent City from submitting reports required by the Act in a timely manner. City and Contractor agree to negotiate with respect to any additional Act-related services, which Contractor and City agree to implement.

9.2 Insurance

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California. Contractor's Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$1,000,000 each loss.

B. Deductibles and Self-Insured Retentions. Any significant deductibles or self-insured retentions must be declared to and approved by the City's Risk Manager. At the option of the City's Risk Manager, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents or volunteers; or the Contractor shall procure an additional letter of credit or bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Pollution Liability Coverage.

- a. The City, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; services, products and operations of the Contractor; premises owned, leased or used by the Contractor; or vehicles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the

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City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City, its officers, agents, employees and volunteers shall be named as additional named insured.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and in no case shall the insurer's total liability be increased.

2. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, modified, or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City's Risk Manager.

D. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies admitted to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, or the equivalent thereof as approved by the City Attorney and City Council.

E. Verification of Coverage. Contractor shall furnish the City's Risk Manager with endorsements of coverage required by this Section. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must be received and approved by the City Risk Manager before work commences. The City's Risk Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. Contractor insurance shall provide City with coverage for the acts of Contractor's subcontractors under its policies or shall furnish separate endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Required Endorsements

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

a. Thirty (30) days prior written notice shall be given to the City of Loma Linda in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Director of Public Works
City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

2. The Public Liability policy shall contain endorsements or policy terms in substantially the following form:

**CITY OF LOMA LINDA
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a. Thirty (30) days prior written notice shall be given to the City of Loma Linda in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Director of Public Works
City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

b. "The City of Loma Linda, its officers, employees, agents, and volunteers are additional insured on this policy."

c. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Loma Linda, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d. "The City, its officers, agents, employees and volunteers shall be named as additional named insured and such inclusion shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. The policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one party had been named as an insured."

H. Delivery of Proof of Coverage. Simultaneous with the execution of this Agreement, Contractor shall furnish the Director of Public Works (for filing with the City's Risk Manager) certificates and endorsements of each policy of insurance required hereunder, in form and substance satisfactory to City. Such certificates and endorsements shall show the type and amount of coverage, and effective dates and dates of expiration of policies. If the City's Risk Manager so requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City.

Renewal certificates will be furnished periodically to the Director of Public Works to demonstrate maintenance of the required coverage throughout the term of this Agreement or any extension thereof

I. Other Insurance Requirements. The Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third party against the Contractor or any subcontractor on account of any occurrence related to the Agreement, the Contractor shall promptly report the facts in writing to the insurance carrier and to the Director of Public Works.

If Contractor fails to procure and maintain any insurance required by this Agreement, the City may take out and maintain, at the Contractor's expenses, such insurance as it may deem proper and deduct the cost thereof from any monies due the Contractor.

The Public Liability insurance required by Section 9.3.A.2 shall be written on an "occurrence", rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable. Contractor must arrange

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for "tail coverage" to protect the City from claims filed after the expiration or termination of the Agreement related to incidents which occurred prior to such expiration or termination.

9.3 Faithful Performance Security

Simultaneous with the execution of this Agreement, Contractor shall file with the City Clerk an Irrevocable Letter of Credit payable solely to the City of Loma Linda, in the amount of at least \$100,000 and a surety bond for the balance to a total of \$500,000, both of which shall be immediately available to the City in the event of any failure of the Contractor to well and faithfully perform all of its duties and obligations hereunder or to provide full service in accordance with the terms of this agreement. Such funds shall be available to City upon the City's unilateral determination of default, and prior to a judicial determination of default, as described in Section 11.1. The bond shall be issued by a surety admitted to do business in the State of California. The letter of credit shall be issued by a local bank. The Irrevocable Letter of Credit and bond shall be subject to approval by the City Attorney and be in effect throughout the term of the Agreement. Proceeds of the Letter of Credit may be withdrawn before demand for bond proceeds is made. Proceeds may be used by City to defray any damages, costs, or fees resulting from the alleged default. Contractor's liability shall not be limited by the requirements of the Section 9.3.

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ARTICLE 10. CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In addition to any and all other legal or equitable remedies, in the event that the Contractor, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to the appropriate solid waste management facility, or in accordance with all of the terms of the Agreement, any or all Solid Waste, including Recyclable Materials, Food Wastes, Green Waste, Construction and Demolition Debris, and Bulky Items which it is required by the Agreement to collect and transport, at the time and in the manner provided in this Agreement, for a period of more than seventy- two (72) hours, and if, as a result thereof, solid waste, recyclables, manure, yard waste, or other compostables should accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then the City Manager shall have the right, but not the obligation, without payment to Contractor upon twenty-four (24) hours prior written notice to Contractor during the period of such emergency as determined by City Manager, to cause to be performed, such services itself with its own or other personnel without liability to Contractor.

Notice of the Contractor's failure, refusal or neglect to collect and transport solid waste in accordance with all of the terms of the Agreement may be given orally by telephone to the Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

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ARTICLE 11. DEFAULT AND REMEDIES

11.1 Events of Default

Each of the following shall constitute an event of default ("event of default") hereunder:

A. Failure to Perform. Contractor fails to perform its obligations under this Agreement, as it may be amended from time to time, and: (1) if the failure or refusal of Contractor to perform as required by Article 5 or Sections 9.2 or 5.14 of this Agreement is not cured within two (2) business days after receiving notice from the City specifying the breach; or (2) in the case of any other breach of the Agreement, the breach continues for more than thirty (30) calendar days after written notice from the City Manager for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, contractor shall not be in default of this Agreement if Contractor shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

B. Misrepresentation. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement;

C. Seizure or Attachment. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession of the operating equipment and facilities of such proportion as to substantially impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within seventy-two (72) hours excluding weekends and holidays.

D. Financial Insolvency. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) for any part of the Contractor's operating assets or any substantial part of Contractor's property, or makes any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing;

E. Court Decisions. Any court having jurisdiction shall enter a decree or order for relief in respect to the Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or order the winding up or liquidation of the affairs of Contractor.

F. Reasonable Assurances of Performance. Contractor fails to provide reasonable assurances of performance as required under Section 11.5.

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11.2 Right to Terminate Upon Default

Upon a default by Contractor, after any required notice, the City Council shall have the right to terminate this Agreement without need for any hearing, suit or legal action.

11.3 City's Remedies Cumulative: Specific Performance

The City's right to terminate the Agreement is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor may be inadequate and City shall be entitled to injunctive relief

11.4 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events; provided, that in the case of labor unrest or job action directed at a third party (e.g. customer) over whom Contractor has no control, the inability of Contractor to make collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Contractor's employees while making collections or to make reasonable accommodations with respect to container placement and point of delivery, time of collection or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance and provided further that the foregoing excuse shall be conditioned on Contractor's cooperation in making collection at different times and in different locations. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, Contractor in the event of a catastrophic event shall comply with City's emergency preparedness plan. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

Notwithstanding the foregoing, however, (1) the existence of an excuse from performance will not affect the City's rights under Section 10; and (2) if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in

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this section, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions of Section 11.3 will apply.

11.5 Right to Demand Assurances of Performance

If Contractor (1) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (2) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (3) is the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, state, regional or local agency for violation of a law relating to performance under this Agreement, and the City Manager believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the City Manager may, at his option and in addition to all other remedies the City may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City Manager believes in good faith is reasonably necessary under the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the City Manager, such failure or refusal shall be an event of default for purposes of Section 11.1.

ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of the City nor as a partner of or joint venturer with the City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the solid waste, recyclables, manure, yard waste, and other compostables collection services performed under this Agreement, and all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with the City.

12.2 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California and the City and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the term of this Agreement and any extension thereof

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in San Bernardino County.

12.5 Assignment

Except as provided in Section 12.6, Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the City. Any such assignment without the consent of the City shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to (1) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (2) a sale, exchange or other transfer of 50% or more of the outstanding common stock of

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SOLID WASTE FRANCHISE AGREEMENT**

Contractor; unless the change results merely in one of several prior owners increasing his or her ownership; (3) any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling Agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of 50% or more of the value or voting rights in the stock of Contractor unless the change results merely in one of several prior owners increasing his or her ownership; and (4) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that the City Council has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its solid waste and recycling management operations in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. The City Council has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City Council may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City Council unless and until Contractor has met the following requirements:

A. Contractor shall undertake to pay City the amount, as determined by the Director of Public Works, of its reasonable direct and indirect administrative expenses, including but not limited to consultant costs and attorney's fees, investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

B. Contractor shall furnish the Director of Public Works with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

C. Contractor shall furnish the Director of Public Works with satisfactory proof: (I) that the proposed assignee has at least five (5) years of solid waste management experience of a sale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws and that the assignee has provided the Director of Public Works with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste, including hazardous waste as identified in Title 22 of the California Code of Regulations; (v) of any other information required by the Director of Public Works to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

**CITY OF LOMA LINDA
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At the point of transition, Contractor will cooperate with City and subsequent Contractor(s) or subcontractor(s) to assist in an orderly transition which will include Contractor providing route lists and billing information.

In connection therewith, Contractor acknowledges that the provisions of Public Resources Code Section 49520-49523 have no application to this Agreement and agrees, to the extent such sections may have application, to waive whatever rights they may afford.

Any application for a franchise transfer shall be governed by the following conditions: Any application for a franchise transfer shall be made in a manner prescribed by the Director of Public Works. The application shall include a deposit in an amount determined by the Director of Public Works sufficient to meet the costs identified above. Additional bills in excess of the amount deposited shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within (30) days of receipt. Any such amounts are over and above any franchise fee specified in this Agreement. Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at any time during the period of consideration.

12.6 Subcontracting

Contractor shall not engage any subcontractors for collection of solid waste, recyclables, manure, yard waste, or other compostables without the prior written consent of the Director of Public Works. All of the requirements of Section 9 shall apply to subcontractors.

12.7 Binding on Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

12.8 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

12.9 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

12.10 Contractor's Investigation

The Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

**CITY OF LOMA LINDA
SOLID WASTE FRANCHISE AGREEMENT**

12.11 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall all, except as otherwise specifically provided, be in writing and shall be effective when personally delivered to a representative of the parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: Director of Public Works
 City of Loma Linda
 25541 Barton Road
 Loma Linda, California 92354

If to Contractor: CR&R Incorporated
 San Bernardino Regional Compliance Manager
 P.O. Box 125
 Stanton, CA 90680

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

12.12 Representative of the Parties

The Contractor shall by letter, upon execution of this Agreement, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the Director of Public Works in writing of such designation and of any limitations upon his or her authority to bind the Contractor. The City may rely upon actions taken by such designated representative as action of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to the Director of Public Works.

**CITY OF LOMA LINDA
SOLID WASTE FRANCHISE AGREEMENT**

ARTICLE 13. MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.4 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

13.5 Amendment

This Agreement may not be modified or amended in any respect except by a writing signed by the parties. This agreement shall include any amendment(s) properly approved and executed.

13.6 Severability

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Counterparts

This Agreement may be executed in counterparts each of which shall be considered an original.

13.8 Exhibits

Each of the following Exhibits is attached hereto and incorporated herein and made a part hereof by this reference.

**CITY OF LOMA LINDA
SOLID WASTE FRANCHISE AGREEMENT**

Exhibit A – City Residential Billing

Exhibit B – City Commercial Bin Billing

Exhibit C – CR&R Billing for Roll off and Compacter Services

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONTRACTOR:

CR&R Incorporated

By: _____

Title: _____

CITY:

City of Loma Linda, a Municipal Corporation

By: _____

Title: _____

ATTEST:

Barbara Nicholson, City Clerk

APPROVED AS TO FORM:

Richard Holdaway, City Attorney

EXHIBITS

EXHIBIT "A"

**CITY OF LOMA LINDA BI-MONTHLY RESIDENTIAL REFUSE RATES
EFFECTIVE JULY 1, 2018**

The following bi-monthly rates shall be applicable to single family residential units and multi-family units where cart service can be provided at curbside.

SERVICE LEVEL	BI-MONTHLY RATE
Service Level 1 - 96-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	\$ 38.14
Service Level 2 - 64-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	\$ 36.12
Additional 96-gallon refuse cart.	\$ 16.76
Additional 64-gallon refuse cart.	\$ 14.88
Additional 96 or 64-gallon recycling cart.	-0-
Additional 96 or 64-gallon green waste cart.	\$ 11.74
ADDITIONAL SERVICE	MONTHLY RATE
Container exchange fee 30 days subsequent to new sign-up.	\$ 17.68
Extra pickup on residential carts.	\$ 25.92
Bulky item pickup, 2 free unlimited pickups per calendar year, additional pickup per item.	\$ 7.07
Water heater over 75-gallon.	\$ 67.16
Refrigerator, freezer, AC or other CFC containing item.	\$ 29.46
Residential roll-out service.	\$ 11.49

EXHIBIT "B"

**CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES
EFFECTIVE JULY 1, 2018**

PICKUP PER WEEK, REFUSE	1X	TEMP 1X	2X	3X	4X	5X	6X
BIN SIZE							
1 ½ Yard	\$96.81	N/A	\$162.52	\$228.23	\$293.95	\$359.64	\$ 425.33
3 Yard	\$110.22	\$148.29	\$203.43	\$296.66	\$389.90	\$483.14	\$ 601.81
3 Yd Mini Packer	\$261.40	N/A	\$442.56	\$623.74	\$805.01	\$986.11	\$1,167.23
6 Yard	\$161.02	N/A	\$302.23	\$443.44	\$584.67	\$725.91	\$ 867.12
Bin locks, bi-monthly, per lift, per week.	\$ 4.71	N/A	\$ 9.43	\$ 14.13	\$ 18.86	\$ 23.57	\$ 28.28
Scout service, bi-monthly, per lift, per week.	\$ 66.45	N/A	\$132.92	\$199.38	\$265.83	\$332.28	\$ 398.75

PICKUP PER WEEK, RECYCLING	1X	2X	3X	4X	5X	6X
BIN SIZE						
1 ½ Yard	\$ 87.06	\$143.02	\$198.96	\$254.92	\$310.85	\$ 366.79
3 Yard	\$ 90.71	\$164.42	\$238.11	\$311.85	\$385.59	\$ 484.77
6 Yard	\$122.01	\$224.19	\$326.40	\$428.59	\$530.81	\$ 632.98
Bin locks, bi-monthly, per lift, per week.	\$ 4.71	N/A	\$ 9.43	\$ 14.13	\$ 18.86	\$ 23.57
Scout service, bi-monthly, per lift, per week.	\$ 66.45	N/A	\$132.92	\$199.38	\$265.83	\$332.28

ADDITIONAL SERVICE	MONTHLY RATE
Temporary 3 yard bin, 7 day rental	\$ 78.77
Temporary 3 yard bin, each additional day rental	\$ 1.17
Extra pickup per commercial service.	\$ 39.59
Additional Yardage Commercial Pickup, per yard service	\$ 20.47
Bulky item pickup, Commercial service, first 2 items.	\$ 23.57
Bulky item pickup, Commercial service, additional item.	\$ 23.57
Water heater over 75-gallon.	\$ 67.17
Refrigerator, freezer, AC or other CFC containing item.	\$ 49.48

COMMERCIAL CART SERVICE	MONTHLY RATE
96-gallon refuse cart.	\$ 24.31
96-gallon recycling cart.	\$ 15.02
96-gallon organic/green waste cart.	\$ 21.32
Additional pickup, per cart	\$ 12.96

EXHIBIT "C"

**CITY OF LOMA LINDA BI-MONTHLY ROLL-OFF AND COMPACTOR REFUSE RATES
EFFECTIVE JULY 1, 2018**

ROLL OFF AND COMPACTOR SERVICE RATE FOR REFUSE AND RECYCLING	MONTHLY RATE
Low boy roll off box, 10-19 yard	\$197.96
Open top roll off box, 20-29 yard	\$197.96
Open top roll off box, 30-39 yard	\$197.96
Open top roll off box, 40-49 yard	\$197.96
Open top roll off box, 50 and over yard	\$197.96
Compactor, 20-29 yard	\$212.09
Compactor, 30-39 yard	\$212.09
Compactor, 40-49 yard	\$212.09
Refuse, per ton rate for roll off and compactor service	\$ 55.44

TEMPORARY SERVICE	RATE
Temporary 40-yard bin, 7 day rental, 5-ton maximum	\$475.14
Temporary C&D Wood 40-yard bin, 7-day rental, 5-ton maximum	\$415.53
Temporary C&D Concrete/Asphalt, 40-yard bin, 7-day rental, 5-ton maximum	\$344.18
Temporary C&D Mixed 40-yard bin, 7-day rental, 5-ton maximum	\$475.14
Temporary 40-yard bin, additional day rental	\$ 3.55
Temporary 40-yard bin, additional tonnage over 5-ton minimum, per ton	\$ 55.44
C&D Haul Rate	\$197.96
C&D Clean Wood/Ton	\$ 43.52
C&D Clean Concrete/Asphalt/Ton	\$29.24

C&D Mixed/Ton	\$55.44
ADDITIONAL SERVICE	RATE
Additional charge for Saturday pickup	\$ 37.27
Relocation of roll off, per event	\$ 59.62
Unable to service roll off or compactor, per event	\$ 59.62
Stand-by rate, per hour, 2 hour minimum	\$ 88.37
Tilt hopper, monthly rental	\$ 45.97
Steam cleaning, each	\$ 149.86
Roll off storage bin, monthly rental	\$ 82.49
Compactor cleaning, each	\$ 149.86



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: October 9, 2018

TO: City Council

SUBJECT: Council Bill #R-2018-35- supporting healthy alternatives for default
beverages offered with children's meals

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

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
SUPPORTING HEALTHY ALTERNATIVES FOR DEFAULT BEVERAGES
OFFERED WITH CHILDREN'S MEALS

WHEREAS, the City Council desires to promote healthy meal options for children and families which contribute to building a healthier community; and

WHEREAS, families in the City of Loma Linda often, use dining out an appealing and sometimes necessary option; and

WHEREAS Sugary drinks provide the largest source of daily calories in the diets of American Children ages two to 18; and

WHEREAS, the rate of obesity in the United States has more than doubled over the past 30 years and sugary drinks play a critical role in the obesity epidemic; and

WHEREAS, obese children and adults are at greater risk for numerous adverse health consequences and debilitating diseases; and

WHEREAS, Obesity-related health conditions have serious economic costs making obesity not just a personal problem, but also a complex societal issue; and.

WHEREAS, the City Council of the City of Loma Linda believes in ensuring that healthy beverages are available to children in restaurants; thereby reducing the risk of obesity among children and the overall health and wellbeing of the City of Loma Linda.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES HEREBY RESOLVE AS FOLLOWS:

Recognizing the dangers of childhood obesity and the connection between this epidemic and sugar-sweetened beverages, and in order to promote healthy lifestyles in children and youth, the City Council does support and encourage restaurants that sell a children's meal that includes a beverage to make the default beverage offered with the children's meal one of the following:

- (1) Water, sparkling water, or flavored water, with no added natural or artificial sweeteners;
- (2) Milk or non-dairy milk alternatives such as soy milk or almond milk.

PASSED, APPROVED, AND ADOPTED this 9th day of October 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rhodes Rigsby, Mayor

ATTEST

Barbara Nicholson, City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: October 9, 2018
TO: City Council
FROM: Konrad Bolowich, Assistant City Manager
SUBJECT: Healthy Community Advisory Committee

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

Staff has no recommendation. This item is exploratory in nature and open for discussion.

BACKGROUND

Loma Linda is a recognized Blue Zone and a world leader in health education and research. A large portion of the population in the community support and encourage a healthy life style. The local institutions contribute to health education and understanding on a global scale. As part of their charter, the existing Parks, Traffic, and Historical committees, and Planning Commission have a purview of:

- Recreation facility maintenance and life cycle improvements
- Trails
- Open space planning and maintenance
- Heritage programs
- Built infrastructure
- Healthy planning initiatives
- Bicycle and alternate transportation issues.

The City has also worked with the Randal Lewis Foundation and Loma Linda University to engage graduate fellows to explore healthy as built infrastructure along the Anderson St corridor, community gardens, and alternative transportation corridors.

The City through the senior center, offers nutrition and health training to citizens.

A group of citizens has requested the City Council open the topic of formation of a healthy city advisory committee. This item is to facilitate such discussion and to determine if such a committee is necessary or practical.

ANALYSIS

A review of other cities in the region indicates that several have some form of a healthy city advisory committee. The majority of the committees have directives such as Chino Hills's; "assessing community needs, defining health priorities and developing programs to enhance the quality of life within the community". These committees purview typically overlap the purview of our existing committees.

A review of city committees from out of the region indicated that these bodies have a broad range of purviews such as:

- Encourage engagement and connection that support a welcoming environment and focus on inclusivity and kindness.
- Support creativity through visual, performing, and digital arts.
- Create opportunities for healthy aging and aging in place.
- Improve access and awareness to mental health support and education.
- Promote the connection between health and happiness.
- Promote and provide opportunities for social interaction;
- Support youth development through a connection to the arts, educational opportunities, and recreational programs, and service.
- Examine racial, ethnic, socio-economic, and geographic disparities in access to healthy foods, and physical activity facilities.
- Facilitate the siting of community gardens to increase access to healthy food, including fresh fruits and vegetables.
- Examine health and wellbeing goals and policies.
- Promote wellness and encourage adopt and implement an employee wellness policies.
- Encourage employee health incentives for healthy eating and physical activity.
- Encourage walking to meetings and use of stairways.
- Support emotional and mental wellbeing.
- Accommodate breastfeeding employees upon their return to work,
- Adopt ethics standards, and adopt policies that support diversity, promote safe, positive, inclusive, welcoming work environments that invite creativity.

ENVIRONMENTAL

There is no environmental impact at this time

FINANCIAL IMPACT

There is no financial impact at this time.



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: October 9, 2018
TO: City Council
FROM: Barbara Nicholson, City Clerk *BN*
VIA: T. Jarb Thaipejr, City Manager *T.J.T.*
SUBJECT: Direction and authorization to Staff regarding the San Bernardino County Fire Protection District Public Hearing on a Resolution to expand the boundaries of Service Zone FP-5

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council provide direction to staff and should that direction be to oppose the expansion of boundaries, authorize the City Manager to submit.

BACKGROUND

The San Bernardino County Fire Protection District has initiated proceedings to expand the boundaries of Service Zone FP-5. The expansion of the boundaries of Service Zone FP-5 would result in the levy of an annual amount of \$157.26, with a maximum 3% annual cost of living increase, on each parcel within the Zone, resulting in additional revenues in the amount of \$26.9 million with which to maintain current fire protection and emergency response services.

The Public Hearing on the resolution to expand the boundaries of Service Zone FP-5 is scheduled for 10:00 a.m. on October 16, 2018.

ANALYSIS

The City of Loma Linda owns 6 parcels (well sites) that are unaffected by the expansion. The City also owns 11 parcels located in the South Hills that are outside the incorporated City limits, but within its sphere of influence. The City pays property taxes on these parcels and would be subject to the County Fire Protection District annual levy of \$157.26 per parcel if the proposed expansion of the boundaries moves forward.

There exists the option for the owner of land within the expansion area to file a written protest against the change in boundaries of the service zone. All written protests must be received by the San Bernardino County Fire Protection District no later than the conclusion of the protest hearing on October 16.

FINANCIAL IMPACT

Potential cost to the City of \$1,729.86 the first year (11 parcels X \$157.26 each), with the built in cost of living escalator increasing the cost by a maximum of 3% each year thereafter.

Attachments:

- Notice of Public Hearing
- SB County Fire Protection District Resolution No 2018-99 initiating proceedings
- SB County Fire Protection District Resolution No 2018-100 adopting protest procedures
- Written Protest Instructions
- Written Protest Form

**THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
ANNOUNCES A PUBLIC HEARING ON A RESOLUTION TO EXPAND THE BOUNDARIES OF
SERVICE ZONE FP-5**

10:00 AM OCTOBER 16, 2018

**SAN BERNARDINO COUNTY GOVERNMENT CENTER
1ST FLOOR COVINGTON CHAMBER
385 NORTH ARROWHEAD AVENUE
SAN BERNARDINO, CA 92415**

Pursuant to Health & Safety Code 13950-13951 (Fire Protection District Law of 1987) and Government Code Section 6061; the District Board is acting in the public's interest by proposing the expanding of Service Zone FP-5 to raise additional revenue for maintenance of existing services. Service Zone FP-5 will be expanded to include all territory within the jurisdiction of the District that is not currently included in Service Zone FP-5. Although the city of Upland and the area of San Antonio Heights were previously annexed into Service Zone FP-5, they are included in this proposal to address concerns raised by a taxpayer's group. A description of the boundaries to be added and those areas which are statutorily exempt are listed in Attachment A of the proposed Resolution (June 12, 2018).

Service Zone FP-5 will result in the levy of an annual amount of \$157.26, with a maximum 3% inflationary factor, on each parcel, for annual revenue of ~\$26.9 million. The levy is intended to replace any San Bernardino County Fire Protection District existing tax or fee to include FP-1,2,3,4 & 6 and PM 1,2,3 & 4. Anticipated revenue will enable the continuance of existing service levels and provide for future capital needs.

After the publication of this notice and prior to the conclusion of the public hearing, but not thereafter, any owner of land within the territory of the aforementioned expansion of the service zone may file a written protest against the change in boundaries of the service zone. All written protests shall be considered public records.

The public hearing may be continued from time to time but not to exceed sixty (60) days from the above date. At the hearing, the District Board shall hear and receive any oral or written protests, objections, or evidence that is made, presented, or filed. Any person who has filed a written protest may withdraw that protest at any time prior to the conclusion of the hearing.

The district is not responsible for any delays caused by the Postal Service for any protest submitted by regular mail. Allow sufficient time for the mail to be delivered prior to the protest hearing.

Visit www.sbcfire.org to view:

- Protest Form and Instructions
- Frequently Asked Questions
- Map of the territory impacted
- District Board Proposed Resolutions
- Attachment A

To obtain a protest form:

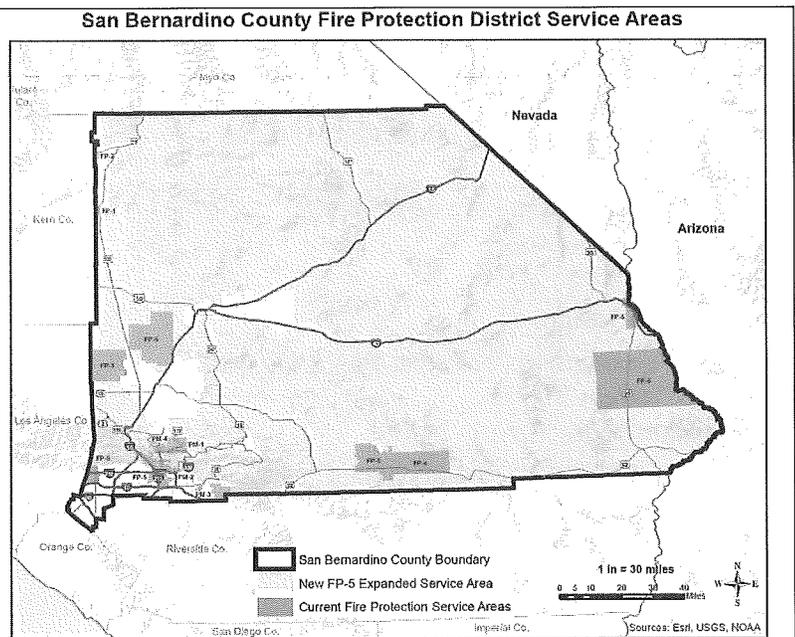
- Visit www.sbcfire.org
- Contact "211"

Mail Protests to:

Service Zone FP-5 Expansion Protest
157 W 5th Street 2nd Floor
San Bernardino, CA 92415 - 0451

Return Protests in person:

San Bernardino County Fire Protection District
157 W 5th Street 2nd Floor
San Bernardino, CA 92415



RESOLUTION NO. 2018- 99

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT TO INITIATE PROCEEDINGS TO EXPAND THE BOUNDARIES OF SERVICE ZONE FP-5

On Tuesday, June 12, 2018, on motion of Director Ramos, duly seconded by Director Hagman and carried, the following resolution is adopted by the Board of Directors of San Bernardino County Fire Protection District.

WHEREAS, the San Bernardino County Fire Protection District was formed on June 20, 2008 by the Local Agency Formation Commission in Action 3000. Said creation also included Service Zone FP-5.

WHEREAS, pursuant to Health and Safety Code sections 13950-13951, the governing Board of the San Bernardino County Fire Protection District may initiate proceedings for the formation of a new service zone or the change in boundaries of an existing zone by adoption of a resolution.

WHEREAS, the District Board desires to initiate proceedings for the expansion of Service Zone FP-5 by adopting a resolution as required by Health and Safety Code section 13950.

WHEREAS, the District Board desires to expand Service Zone FP-5 to include all territory within the jurisdiction of the District that is not currently included in Service Zone FP-5, which currently includes the area of Helendale and the cities of San Bernardino, Needles, Twentynine Palms and Upland. There is current litigation regarding the expansion of Service Zone FP-5 into Upland and San Antonio Heights and said area is included in the proposed expansion.

WHEREAS, the territory proposed for inclusion in the expanded Service Zone FP-5 is as set forth above and a legal description of the boundaries of the territory proposed to be added is set forth in Attachment A, and by this reference incorporated herein.

WHEREAS, such expansion of the boundaries of Service Zone FP-5 will provide additional revenues in the amount of \$ 26.9 million with which to maintain current fire protection and emergency response services.

WHEREAS, the extension boundaries of Service Zone FP-5 will result in the levy an annual amount of \$157.26, with a maximum 3% annual cost of living increase, on each parcel as defined in Attachment A, except those parcels which are statutorily exempt.

WHEREAS, the revenue projections for San Bernardino County Fire Protection District indicate that anticipated existing revenues are insufficient to continue the current level of service provided within San Bernardino County Fire Protection District.

WHEREAS, the expansion of Service Zone FP-5 and the resulting revenues will enable the continuance of existing service levels within the expanded Service Zone FP-5 and provide for the future capital needs of Service Zone FP-5.

THEREFORE, the Board of Directors of the San Bernardino County Protection District hereby affixes the following date, time, and place for the public hearing on the expansion of the boundaries of Service Zone FP-5:

Date: October 16, 2018
Time: 10:00 a.m.

Place: San Bernardino County Government Center, 1st Floor, Covington Chamber, 385 North Arrowhead Ave., San Bernardino, CA 92415

SECTION 1. The Board of Directors of the San Bernardino County Fire Protection District hereby directs the Secretary of the Board of Directors to publish notice of the hearing, including the information required by Health and Safety Code 13950 (b), pursuant to Government Code section 6061 in one or more newspapers of general circulation in the District. The District shall mail the notice to all owners of property within the area proposed to be included within the expanded boundaries of Service Zone FP-5. In addition, the District Board shall post the notice in at least three public places within the territory of the proposed expanded zone.

SECTION 2. At the date, time and place of the public hearing as set forth above, the District Board shall hear and consider any protest to the expansion of the boundaries of Service Zone FP-5. The hearing shall be conducted in accordance with the protest procedures adopted by the District Board. At the conclusion of the hearing, the District Board may adopt a resolution in accordance with the protest procedures.

NOW THEREFORE, be it resolved by the Board of Directors of San Bernardino County Fire Protection District as follows:

SECTION 1. This resolution is hereby adopted and approved by Board of Directors of San Bernardino County Fire Protection District. The Secretary of the Board of Directors is hereby requested to take all action necessary to publish the notice of hearing as set forth in the resolution.

PASSED AND ADOPTED by the Board of Directors of the San Bernardino County Fire Protection District, by the following vote:

AYES: DIRECTORS: James Ramos, Curt Hagman, Josie Gonzales

NOES: DIRECTORS: Robert A. Lovingood, Janice Rutherford

ABSENT: DIRECTORS: None

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, LAURA H. WELCH, Secretary of Board of Directors of the San Bernardino County Fire Protection District, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Directors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, June 12, 2018. Item #124 jll

LAURA H. WELCH
Secretary

By _____
Deputy



Janice Rutherford

RESOLUTION NO. 2018- 100

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT ADOPTING PROTEST PROCEDURES FOR THE FORMATION OR CHANGING OF BOUNDARIES FOR SERVICE ZONES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13950.

On Tuesday, June 12, 2018, on motion of Director Ramos, duly seconded by Director Hagman and carried, the following resolution is adopted by the Board of Directors of San Bernardino County Fire Protection District.

WHEREAS, the Local Agency Formation Commission took action on June 20, 2008 in LAFCO 3000, creating the San Bernardino County Fire Protection District, which included the creation of various service zones.

WHEREAS, Health and Safety Code section 13950 provides a procedure for the formation of service zones that requires the Board of Directors of the San Bernardino County Fire Protection District to hear and consider any protests to the formation or change in boundaries of the zone.

WHEREAS, the Board of Directors of the San Bernardino County Fire Protection District desires to adopt procedures to govern protests as set forth in Health and Safety Code section 13950.

WHEREAS, the Board of Directors of the San Bernardino County Fire Protection District finds that current revenues are insufficient to maintain the current level of services and the capital needs of the District and an expansion of Service Zone FP-5 will raise additional revenues to maintain existing services.

NOW THEREFORE, be it resolved by the Board of Directors of the San Bernardino County Fire Protection District as follows:

SECTION 1. Pursuant to Health and Safety Code Section 13950, the Board of Directors of the San Bernardino County Fire Protection District may form one or more service zones or change the boundaries of existing service zones if it determines that it is in the public's interest to provide different services, to provide different levels of service, or to raise additional revenues within specific areas of the District.

SECTION 2. In response to a resolution forming or changing the boundaries of an existing service zone, the District Board, by resolution, will fix the date, time, and place for the public hearing on the formation or changing boundary of the zone, at which time all protests will be heard.

SECTION 3. Following publication and service as required by Health and Safety Code section 13950 (c), a public hearing will be conducted by the District Board to hear and consider any protests to the formation or change in boundaries of the service zones.

SECTION 4. After publication of notice and prior to the conclusion of the protest hearing, but not thereafter, any owner of land within the territory that is the subject of the proposed formation or change of boundaries for the service zone may file a written protest against the formation or change in boundaries of the service zone. Each written protest shall be dated and state whether it is made by a landowner and so include the address of the property owned by the landowner. Protests may be made on behalf of an owner of land by an agent authorized in writing by the owner to act as agent with respect to that land, but proof of agency must be submitted with the protest and include the address of the property represented by the agent. Protests may be made on behalf of a private

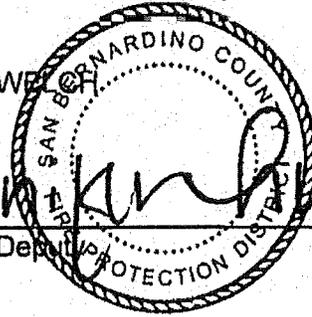
I, **LAURA H. WELCH**, Secretary of Board of Directors of the San Bernardino County Fire Protection District, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Directors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, June 12, 2018. Item #124 jll

LAURA H. WELCH
Secretary

By



Deputy



SERVICE ZONE FP-5 EXPANSION PROTEST
157 W. 5TH STREET, 2ND FLOOR
SAN BERNARDINO, CA 92415 – 0451
FP5EXPANSION@SBCFIRE.ORG

Written Protest Instructions

Protests cannot be accepted by fax or email

Each written protest shall be dated no earlier than September 14, but no later than the conclusion of the protest hearing on October 16, 2018. Each written protest must state whether it is made by a landowner OR agent of the landowner(s). **Only original signatures** will be considered in determining the value of a protest.

Valid written protest by a landowner must be printed legibly or typed on the Protest Form (ATTACHMENT F); include name, street address, city, state, zip code, APN (assessor's parcel number) of the property owned by the landowner, original signature and date signed.

Protests may be made on behalf of a corporation/trust/partnership/etc. Agent of the landowner(s) must attach required authorization to sign the protest form. Agents submitting a protest on behalf of landowners must attach proper authorization. This may include written consent of the landowner, majority shareholder consent of a corporation or LLC, or other suitable documentation. Valid written protest by an agent must be printed legibly or typed; include name of the agent, street address or designation sufficient to readily identify the property, city, state, zip code, APN(s) (assessor's parcel number) of the property(s) owned by the landowner, original signature of the agent and date signed.

The APN is printed on the envelope from the public hearing notice or can be obtained from <http://www.sbcounty.gov/assessor/pims>.

Each written protest shall show the date that each signature was affixed to the protest form. All signatures without a date or bearing a date prior to the date of publication of the notice or filed after closure of protest hearing; shall be disregarded for purposes of ascertaining the validity of any written protest.

Written protests may be hand-delivered during regular business hours in advance of the hearing, to the headquarters of the San Bernardino County Fire Protection District, 157 W. 5th Street, 2nd Floor, San Bernardino, CA 92415-0451. Mailed written protests must be received before 5:00 PM October 15. Please allow sufficient time for the mail to be delivered. Postmarks will not be counted and the fire district is not responsible for any delays caused by the Postal Service. Written protests will be accepted at the hearing 10:00 AM October 16, 2018, San Bernardino County Government Center, 1ST Floor, Covington Chamber, 385 North Arrowhead Avenue, San Bernardino, CA 92415.

At the conclusion of the protest hearing, the Board of Directors will determine the value of all written protests filed and not withdrawn. If at least 25% of the number of landowners within the affected territory who own at least 25% of the assessed value of the land within the territory

affected, submit a valid protest, then the Fire District Board shall order by resolution that the expansion of Service Zone FP-5 boundaries be submitted for confirmation by the voters

If protests constituting greater than 50% of the number of landowners within the affected territory who own at least 50% of the assessed value of land within the territory affected, submit valid protests, then the expansion of Service Zone FP-5 will be withdrawn by the Fire District Board.

In the event that protests of less than 25% of the number of landowners of at least 25% of the assessed value of the affected territory are received, then the Fire District Board may, by adoption of the final resolution, expand Service Zone FP-5.

For questions or concerns email: FP5expansion@sbcfire.org

CAMPAIGN DISCLOSURE REQUIREMENTS:

Disclosure of contributions on support of or in opposition to the proceedings for expansion of Service Zone FP-5 is required by Government Code Section 57009. The Fair Political Practices Commission (FPPC) is responsible for the enforcement of these disclosure requirements. Questions may be directed to the FPPC: by mail at Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, by phone at 1-866ASK-FPPC (1-866-275-3722) or electronically at www.fppc.gov.

WRITTEN PROTEST FORM

I AM **OPPOSED** TO THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
PROPOSED EXPANSION OF SERVICE ZONE FP-5.

CHECK ALL THAT APPLY:

I am a **LANDOWNER** of the following property within the boundary of the proposed expansion of Service Zone FP-5

PRINT LEGIBLY or TYPE ALL INFORMATION BELOW THEN SIGN & DATE AT THE BOTTOM

(NAME)

(STREET ADDRESS)

(CITY, STATE, and ZIP CODE)

(ASSESSOR's PARCEL NUMBER(s))

I am an **AGENT** authorized to protest on behalf of the landowner, with respect to the following property within the boundary of the proposed expansion of Service Zone FP-5
(ATTACH REQUIRED AUTHORIZATION)

PRINT LEGIBLY or TYPE ALL INFORMATION BELOW THEN SIGN & DATE AT THE BOTTOM

(NAME)

(STREET ADDRESS or DESIGNATION SUFFICIENT TO READILY IDENTIFY THE PROPERTY)

(CITY, STATE, and ZIP CODE)

(ASSESSOR's PARCEL NUMBER(s))

Signature _____

Date: _____

Mail Protests to:
Service Zone FP-5 Expansion Protest
157 W 5th Street, 2nd Floor
San Bernardino, CA 92415 - 0451

Return Protests in person:
San Bernardino County Fire Protection District
157 W 5th Street, 2nd Floor
San Bernardino, CA 92415 - 0451



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: October 9, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk *BN*

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

SUBJECT: Council Bill #R-2018-36 – Supporting California State Proposition 6 -
Eliminates Certain Road Repair and Transportation Funding; requires
Certain Fuel Taxes and Vehicle Fees be Approved by The Electorate

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

- Council Bill #R-218-36
- Proposition 6 Text from the CA Secretary of State's Office
- Proposition 6 Summary from the CA Voter Information Guide

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA
SUPPORTING PROPOSITION 6 THE VOTER APPROVAL FOR FUTURE GAS AND
VEHICLE TAXES AND 2017 TAX REPEAL INITIATIVE.

WHEREAS, the Road Repair and Accountability Act of 2017 (RRAA), also known as Senate Bill 1, was enacted into law on April 28, 2017. The RRAA increased the California gas tax by \$0.12 per gallon, increased the diesel fuel tax by \$0.20 per gallon, increased the sales tax on diesel fuels by an additional 4 percentage points, created an annual transportation improvement fee, and created an annual zero-emission vehicles fee. The RRAA was designed to dedicate the revenue to transportation infrastructure. The increased taxes went into effect on November 1, 2017, one fee went into effect in 2018, and the second fee will go into effect in 2020. According to the state Senate Appropriations Committee, the RRAA is expected to generate an estimated \$52.4 billion in taxes and fees between 2017 and 2027.

WHEREAS, California Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative, is on the ballot in California as an initiated constitutional amendment on November 6, 2018. The ballot initiative would repeal the gas and diesel tax increases; and

WHEREAS, almost 1 million Californians, from all walks of life, came together and signed the petition to see the gas tax repealed this November; and

WHEREAS, Proposition 6 will REPEAL the Gas/Car Tax, which added 12 cents per gallon on gasoline, 20 cents per gallon on diesel, and up to \$175 in annual car licenses fees that were enacted in 2017; and

WHEREAS, Prop. 6 also requires voter approval for any future gas tax increases; and

WHEREAS, Californians pay 95.5 cents per gallon in taxes and fees, an average of \$17 per fill-up; and

WHEREAS, California gas prices are already the second highest in the nation (behind Hawaii), and are projected to reach over \$4 a gallon in a few years due to new fees imposed by the State Legislature; and

WHEREAS, California has a \$16 billion budget surplus, but the Legislature and Governor chose to raise gas taxes and use the budget surplus money elsewhere; and

WHEREAS, if pre-existing transportation taxes and fees were spent on transportation costs (as they should be), California would have \$5.6 billion annually for transportation projects; and

WHEREAS, the gas tax will cost the average California middle class family over \$700 per year in new taxes and fees; and

WHEREAS, the cost of living in California is already too high. This new gas/car tax makes our state even more unaffordable for working families already struggling to get by; and

WHEREAS, the measure would add a Section 3.5 to Article XIII A of the California Constitution, as follows:

Section 3.5

(a) Notwithstanding any other provision of law, the Legislature shall not impose, increase or extend any tax, as defined in section 3, on the sale, storage, use or consumption of motor vehicle gasoline or diesel fuel, or on the privilege of a resident of California to operate on the public highways a vehicle, or trailer coach, unless and until that proposed tax is submitted to the electorate and approved by a majority vote.

(b) This section does not apply to taxes on motor vehicle gasoline or diesel fuel, or on the privilege of operating a vehicle or trailer coach at the rates that were in effect on January 1, 2017. Any increase in the rate of such taxes imposed after January 1, 2017 shall cease to be imposed unless and until approved by the electorate as required by this section.[15]

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City Council of the City of Loma Linda does hereby support California Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative on the statewide ballot on November 6, 2018.

PASSED, APPROVED, AND ADOPTED this 9th day of October 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhodes Rigsby, Mayor

ATTEST

Barbara Nicholson, City Clerk

PROPOSITION 6

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds a section to the California Constitution; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED LAW

SECTION 1. Statement of Findings and Purposes.

(a) California's taxes on gasoline and car ownership are among the highest in the nation.

(b) These taxes have been raised without the consent of the people.

(c) Therefore, the people hereby amend the Constitution to require voter approval of the recent increase in the gas and car tax enacted by Chapter 5 of the Statutes of 2017 and any future increases in the gas and car tax.

SEC. 2. Voter Approval for Increases in Gas and Car Tax.

SEC. 2.1. Section 3.5 is added to Article XIII A of the California Constitution, to read:

SEC. 3.5. (a) Notwithstanding any other provision of law, the Legislature shall not impose, increase or extend any tax, as defined in Section 3, on the sale, storage, use, or consumption of motor vehicle gasoline or diesel fuel, or on the privilege of a resident of California to operate on the public highways a vehicle or trailer coach, unless and until that proposed tax is submitted to the electorate and approved by a majority vote.

(b) This section does not apply to taxes on motor vehicle gasoline or diesel fuel, or on the privilege of operating a vehicle or trailer coach at the rates that were in effect on January 1, 2017. Any increase in the rate of such taxes imposed after January 1, 2017, shall cease to be imposed unless and until approved by the electorate as required by this section.

5

6

7

PROPOSITION **6** **ELIMINATES CERTAIN ROAD REPAIR AND TRANSPORTATION FUNDING. REQUIRES CERTAIN FUEL TAXES AND VEHICLE FEES BE APPROVED BY THE ELECTORATE. INITIATIVE CONSTITUTIONAL AMENDMENT.**

OFFICIAL TITLE AND SUMMARY

PREPARED BY THE ATTORNEY GENERAL

The text of this measure can be found on the Secretary of State's website at <http://voterguide.sos.ca.gov>.

- Repeals a 2017 transportation law's tax and fee provisions that pay for repairs and improvements to local roads, state highways, and public transportation.
- Requires the Legislature to submit any measure enacting specified taxes or fees on gas or diesel fuel, or on the privilege to operate a vehicle on public highways, to the electorate for approval.
- Repeals a 2017 transportation law's tax and fee provisions that pay for repairs and improvements to local roads, state highways, and public transportation.
- The requirement that voters approve new or increased fuel and vehicle taxes passed by the Legislature in the future could result in lower revenues from such taxes than otherwise would have been available.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT:

- Reduced ongoing state revenues of \$5.1 billion from the elimination of fuel and vehicle taxes

ANALYSIS BY THE LEGISLATIVE ANALYST

BACKGROUND

APPROVAL OF STATE TAXES

Legislative Requirements. Under the State Constitution, the Legislature can only pass a new tax or increase an existing tax with a two-thirds vote. (The Legislature can pass most other types of laws with a simple majority.) Some state charges referred to as fees (such as vehicle license fees) fall under the constitutional definition of a tax.

Voter Approval Requirements. The Legislature does not need to get voter approval for new or increased taxes that it passes. The voters—through the initiative process—can pass new taxes or increase existing taxes without the Legislature's involvement.

STATE FUEL AND VEHICLE TAXES

Fuel Taxes. The state charges excise taxes on gasoline and diesel fuel. These taxes are set on a per-gallon basis. The state also charges sales taxes on gasoline and diesel fuel. These taxes are set as a percent of the price of the fuel. The State Constitution generally requires that the revenues from these fuel taxes be spent on highways, roads, and transit.

Vehicle Taxes. State law requires vehicle owners to pay two specific taxes for the privilege of operating a vehicle on public highways. These are (1) vehicle license fees and (2) recently enacted transportation

improvement fees, both of which are based on a vehicle's value. The State Constitution requires that the transportation improvement fee revenues be spent on highways, roads, and transit.

TRANSPORTATION FUNDING IN CALIFORNIA

Transportation funding in California currently is estimated to total \$35 billion. Of this amount, \$16 billion comes from local sources, \$12 billion from state sources, and \$7 billion from federal sources. Local funding mainly comes from sales taxes, transit fares, and city and county general funds, while federal funding mainly comes from federal fuel taxes. State funding mainly comes from state fuel and vehicle taxes. State funding has increased by about three-quarters over the last two years mainly due to recent legislation.

Recent State Transportation Funding Legislation. In 2017, the Legislature enacted Senate Bill (SB) 1 to increase annual state funding for transportation through various fuel and vehicle taxes (shown in Figure 1). Specifically, SB 1 increased the base gasoline excise tax (by 12 cents per gallon) and the diesel sales tax (by 4 percent). It also set fixed rates on a second (add-on) gasoline excise tax and the diesel excise tax, both of which previously could change each year based on fuel prices. Further, SB 1 created the transportation improvement fee (which ranges from \$25 to \$175 per year) and a

ANALYSIS BY THE LEGISLATIVE ANALYST

CONTINUED

fee specifically for zero-emission vehicles (set at \$100 per year for model years 2020 and later). It also provides for inflation adjustments in the future. This fiscal year, the state expects the taxes to raise \$4.4 billion. Two years from now, when all the taxes are in effect and the inflation adjustments have started, the state expects the taxes to raise \$5.1 billion. The State Constitution requires that nearly all of these new revenues be spent on transportation purposes. Senate Bill 1 dedicates about two-thirds of the revenues to highway and road repairs, with the remainder going to other programs (such as for mass transit).

PROPOSAL

Requires Legislature to Get Voter Approval for Fuel and Vehicle Taxes. Proposition 6 amends the State Constitution to require the Legislature to get voter approval for new or increased taxes on the sale, storage, use, or consumption of gasoline or diesel fuel, as well as for taxes paid for the privilege of operating a vehicle on public highways. Thus, the Legislature would need voter approval for such taxes as gasoline and diesel excise and sales taxes, vehicle license fees, and transportation improvement fees.

Eliminates Recently Enacted Fuel and Vehicle Taxes. Proposition 6 also eliminates any such fuel and vehicle taxes passed by the Legislature after January 1, 2017 and up to the date that Proposition 6 takes effect in December. This would eliminate the increased fuel taxes and the transportation improvement fees enacted by SB 1.

FISCAL EFFECTS

Eliminates Tax Revenues From SB 1. In the current fiscal year, Proposition 6 would reduce SB 1 tax revenues from \$4.4 billion to \$2 billion—a \$2.4 billion decrease. (The \$2 billion in remaining revenues would be from taxes collected prior to Proposition 6 taking effect in December.) Two years from now, the revenue reduction would total \$5.1 billion annually. The funding reductions would mainly affect highway and road maintenance and repair programs, as well as transit programs.

Makes Passage of Specified Fuel and Vehicle Taxes More Difficult. Proposition 6 would make it more difficult to enact specified fuel and vehicle taxes because voters also would have to approve them. As a result, there could be less revenue than otherwise would be the case. Any reduction in revenues is unknown, as it would depend on future actions by the Legislature and voters.

Visit <http://www.sos.ca.gov/campaign-lobbying/cal-access-resources/measure-contributions/2018-ballot-measure-contribution-totals/> for a list of committees primarily formed to support or oppose this measure. Visit <http://www.fppc.ca.gov/transparency/top-contributors/nov-18-gen.html> to access the committee's top 10 contributors.

If you desire a copy of the full text of the state measure, please call the Secretary of State at (800) 345-VOTE (8683) or you can email vigfeedback@sos.ca.gov and a copy will be mailed at no cost to you.

Figure 1

Senate Bill 1 Revenues

	Tax Rates		Annual Revenues (In Billions)	
	Prior Rates	New Rates	Current Year	In Two Years
Gasoline Taxes				
Excise (base)	18 cents	30 cents	\$1.9	\$2.1
Excise (add-on)	Varied ^a	17.3 cents	— ^b	0.2
Diesel Taxes				
Excise	Varied ^c	36 cents	0.7	0.7
Sales	1.75 percent	5.75 percent	0.3	0.4
Vehicle Taxes				
Transportation improvement fee	—	\$25 to \$175	1.5	1.6
Zero-emission vehicle fee	—	\$100	— ^b	— ^d
Totals			\$4.4	\$5.1

^a Set annually based on prices. Current rate is 11.7 cents but rate has ranged from 9.8 cents to 21.5 cents in the past.
^b New rate not yet in effect.
^c Set annually based on prices. Most recent rate was 16 cents but rate has ranged from 10 cents to 18 cents in the past.
^d \$48 million.

★ ARGUMENT IN FAVOR OF PROPOSITION 6 ★

Vote YES on Proposition 6 to *immediately lower the price you pay for gasoline.*

Prop. 6 does two things. It repeals the massive increase in gas, diesel and car taxes imposed by the Legislature just last year. Second, it requires voter approval for any future attempt by the Legislature to do it again. That's it. Here's why Prop. 6 deserves your YES vote:

FACT: California's cost of living is skyrocketing and working families can barely keep up. The new gas and car tax hikes can cost a family of four more than \$500 per year! That's not pennies, that's real money.

FACT: The gas tax hike is not fair. It's a regressive tax that hits working families and the poor much harder than the wealthy.

FACT: Californians pay about 95.5 cents to the government on every gallon of gas. That's about **\$18 in taxes and fees on a typical fill-up**—much more than motorists pay in other states.

FACT: California has a \$16 billion budget surplus, but the Sacramento politicians decided to spend billions this year on their pet projects instead of improving roads, bridges and highways. In fact, the Legislature has actually **REDUCED** Caltrans funding by 18 percent over the last ten years.

FACT: 72% of all state motor vehicle related taxes and fees collected by the state are used for programs other than streets, roads and highways. It's time to end the transportation funding shell game.

(Check these facts and learn more at GiveVotersAVoice.com)

Don't be fooled by opponents who claim there is no money to fix roads if Prop. 6 passes. If the transportation-related taxes and fees we already paid *before* this new tax increase took effect were spent on transportation—the state would have \$5.6 billion annually for transportation needs, *without* raising taxes.

That's why unbiased transportation experts agree the Legislature needs to prioritize its spending and gas and car tax hikes are NOT necessary to fix the roads.

"The waste of taxpayer dollars going to transportation is legendary. California could have great roads if it simply adopted basic reforms."—Robert K. Best, former Director of Caltrans

Before raising gas and car taxes by \$52 BILLION over 10 years, the Legislature should clean up the corruption and inefficiency that causes California to spend 62% above the national average to build highway lanes.

Nearly a million Californians hurt by high gas prices—small-business owners, teachers, retired people, union members—signed the petition to place Prop. 6 on the ballot.

Vote YES on Prop. 6 to save your family hundreds of dollars a year by repealing the unnecessary gas and car tax increase—and end the shell game Sacramento politicians play with our transportation funds.

Vote YES on Prop. 6 to help California's struggling middle class and working families make ends meet.

Vote YES on Prop. 6 to demand that politicians spend our transportation tax dollars as intended and promised—to maintain our streets, highways and bridges.

Vote YES on Prop. 6 to immediately lower gas prices!

JOHN COX, Honorary Chairman
Give Voters a Voice—Yes on Prop. 6

DELORES CHAVEZ, President
Latino American Political Association

PEGGI BUFF, President
California Women's Leadership Association

★ REBUTTAL TO ARGUMENT IN FAVOR OF PROPOSITION 6 ★

Don't be misled. Out-of-state politicians and special interests spent millions to put Proposition 6 on the ballot. Prop. 6 will make our bridges, roads and transportation system less safe, and we'll end up paying more in the long run as roads further deteriorate.

FACT: Prop. 6 does not contain one single provision guaranteeing our gas prices will be reduced.

FACT: Voters overwhelmingly passed Proposition 69 in June preventing Sacramento politicians from raiding transportation funds, ensuring funds can only be used for transportation improvements.

FACT: Prop. 6 eliminates \$5 billion annually in *existing transportation funding* and will jeopardize more than 6,500 local transportation projects *currently underway* throughout California. Now is not the time to stop the progress.

FACT: Proposition 6 threatens public safety. California has more than 1,600 bridges and overpasses that are structurally deficient, and 89% of counties have roads that are rated in "poor" or "at-risk" condition. Prop. 6 eliminates projects making safety repairs to bridges and overpasses and fixing dangerous roads.

FACT: Prop. 6 will cost motorists more in the long run. The average driver spends \$739 per year on vehicle

expenses like front end alignments, shocks and tire repairs caused by bad roads. This measure will make road conditions worse and cost us all more in unexpected vehicle repairs.

Proposition 6 is opposed by more than 200 organizations, including: • California Professional Firefighters • American Society of Civil Engineers • League of Women Voters of California • California Chamber of Commerce • California Transit Association • Congress of California Seniors • California League of United Latin American Citizens • Latin Business Association • California Association of Highway Patrolmen

Reject Proposition 6—stop the attack on bridge & road safety.

www.NoProp6.com

BRIAN K. RICE, President
California Professional Firefighters

MARK GHILARDUCCI, Director
California Office of Emergency Services

YVONNE GONZALEZ DUNCAN, State Director
California League of United Latin American Citizens (CA LULAC)

★ ARGUMENT AGAINST PROPOSITION 6 ★

VOTE NO ON PROP. 6: STOP THE ATTACK ON
BRIDGE & ROAD SAFETY

The California Professional Firefighters, California Association of Highway Patrolmen, American Society of Civil Engineers and first responders urge NO on Prop. 6 because it will stop critical transportation projects and jeopardize the safety of our bridges and roads.

Prop. 6 eliminates \$5 billion annually in *existing funds* dedicated to fixing roads, bridges and infrastructure. Prop. 6 will stop projects *currently underway* throughout California to upgrade bridges and overpasses to meet earthquake safety standards and to improve the safety of our roads.

Here are the facts: • California has more than 1,600 bridges and overpasses that are structurally deficient and unsafe. • Eighty nine percent (89%) of counties have roads that are in 'poor' or 'at-risk' condition. • According to the National Highway Traffic Safety Administration, there were more than 3,600 fatalities on California roads in 2016. Improving road conditions and roadway safety features have been found to have a significant effect improving traffic safety.

PROP. 6 ELIMINATES FUNDING FOR MORE THAN
6,500 ROAD SAFETY AND TRANSPORTATION
IMPROVEMENT PROJECTS

According to the California State Transportation Agency, there are more than 6,500 local transportation improvement projects underway in every California community, including: • 3,727 projects fixing potholes and repaving crumbling, unsafe roads • Repairs or replacement of 554 bridges and overpasses • 453 improvements to public transportation operations and services including buses and rail • 337 projects relieving traffic congestion

If Prop. 6 passes, construction will come grinding to a halt in cities and counties throughout the state, wasting money and making road conditions even worse.

VOTERS SPOKE LOUD AND CLEAR TO DEDICATE
ROAD FUNDING

Voters overwhelmingly passed Prop. 69 in June preventing Sacramento politicians from raiding

transportation funds and ensuring these funds are only used for transportation improvements. We should not eliminate transportation revenues that are accountable to taxpayers, can't be diverted, and that voters overwhelmingly dedicated to fixing our roads.

PROP. 6 ELIMINATES THOUSANDS OF JOBS AND
HURTS OUR ECONOMY

The California Chamber of Commerce opposes Prop. 6 because it could eliminate 68,000 jobs annually and \$183 billion in economic investments as thousands of road construction projects are halted.

PUBLIC SAFETY AND LOCAL LEADERS OPPOSE PROP. 6

• California Professional Firefighters • California Association of Highway Patrolmen • American Society of Civil Engineers • Emergency responders and paramedics • California Chamber of Commerce • California League of Conservation Voters • State Building & Construction Trades Council of California • California State Association of Counties • League of California Cities • California Alliance for Jobs • Latin Business Association • California NAACP • Congress of California Seniors • California League of United Latin American Citizens (LULAC)

"Emergency responders see firsthand the safety risk to drivers caused by crumbling roads, structurally unsafe bridges and outdated infrastructure. By stopping thousands of transportation improvement projects, Prop. 6 will make our roads, bridges and transportation system less safe and lead to more traffic accidents and fatalities."—Mark Ghilarducci, Director, California Office of Emergency Services

STOP THE ATTACK ON BRIDGE & ROAD SAFETY.
VOTE NO ON 6.

NoProp6.com

BRIAN K. RICE, President
California Professional Firefighters

KWAME AGYARE, Region Director
American Society of Civil Engineers

DOUG VILLARS, President
California Association of Highway Patrolmen

★ REBUTTAL TO ARGUMENT AGAINST PROPOSITION 6 ★

The cost of living in California is already too high. VOTE YES on PROP. 6 to immediately lower the price you pay at the pump.

DON'T be fooled by Special Interest opponents claiming there is no money to fix bridges and roads unless taxes are raised. Here are the facts:

- STATE GOVERNMENT HAS A \$16 BILLION BUDGET SURPLUS, but the Legislature decided to spend billions on their pet projects instead of improving roads, bridges and highways.
- Sacramento politicians have REDUCED Caltrans funding by 18 percent over the last ten years. 72% of all state motor vehicle related taxes and fees go to programs other than streets, roads and highways.
- Higher fuel taxes are passed along to consumers, increasing the cost of everything we buy. California is already too expensive. This massive tax increase makes things worse.

One more thing the politicians aren't telling you:
HIDDEN IN THE LEGISLATURE'S GAS TAX BILL IS A

CLAUSE THAT ALLOWS THE TAX TO AUTOMATICALLY
INCREASE EVERY YEAR WITHOUT A VOTE OF THE
PEOPLE.

Too many Californians are already struggling with the high cost of living. PROP. 6 does just two things to help make California more affordable:

First, it REPEALS the unfair and massive increase in the gas and car tax.

Second, it REQUIRES a vote of the people before the politicians can try to increase gas and car taxes again.

VOTE YES on Prop. 6 for lower gas prices! Visit www.GiveVotersAVoice.com and www.GasTaxRepeal.org to learn more.

JON COUPAL, President
Howard Jarvis Taxpayers Association

JOHN KABATECK, California Director
National Federation of Independent Business

JESSE ROJAS, President
California Farmworkers and Families PAC

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF OCTOBER 9, 2018

A regular meeting of the Housing Authority of the City of Loma Linda is scheduled to be held at 7:00 p.m. or as soon thereafter as possible, Tuesday, October 9, 2018 in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

Agenda item requests for the November 13, 2018 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, October 30, 2018

A. Call To Order

B. Roll Call

C. Items To Be Added Or Deleted

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

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

F. **Consent Calendar**

1. Demands Register
- 2, Minutes of September 11, 2018

G. **Chair and Member Reports**

H. **Reports of Officers**

I. **Adjournment**



Loma Linda Housing Authority Official Report

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

HOUSING AUTHORITY AGENDA: October 9, 2018
TO: Housing Authority Board
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
09/19/2018 5:10:08PM

Voucher List
CITY OF LOMA LINDA
09-25-2018 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2065	9/13/2018	003628 U.S. BANK CORPORATE PYMNT SYS	0445 5565 0021 HA		CAL-CARD PURCHASES	3.68
					Total :	3.68
2066	9/25/2018	005791 CENTURYLINK	73080363 HA	P-0000015176	CITY INTERNET AND VOIP	2.78
					Total :	2.78
2067	9/25/2018	001613 OFFICE DEPOT, INC	196090547001 HA	P-0000015052	PURELL FOAM REFILL	35.33
					Total :	35.33
2068	9/25/2018	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 35903			PROFESSIONAL/LEGAL SERVICES	16.63
					Total :	16.63
4 Vouchers for bank code : bofaha						Bank total : 58.42
4 Vouchers in this report						Total vouchers : 58.42

vchlist
09/19/2018 5:10:08PM

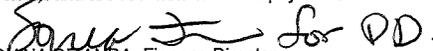
Voucher List
CITY OF LOMA LINDA

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.
2065 through 2068 for a total
disbursement of \$ 58.42, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10-09-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
10/01/2018 5:12:47PM

Voucher List
CITY OF LOMA LINDA
09-28-2018 HA

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2069	9/25/2018	005127 VOLOGY, INC.	INV445024 HA	P-0000015261	HP HARDWARE SUPPORT	60.76

Total : 60.76

1 Vouchers for bank code : bofaha

Bank total : 60.76

1 Vouchers in this report

Total vouchers : 60.76

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
2069 through 2069 for a total
disbursement of \$ 60.76, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10/09/2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

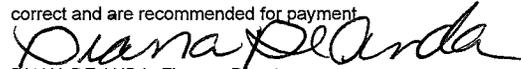
Voucher List
CITY OF LOMA LINDA
10-09-2018 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
2070	10/3/2018	002713 PREFERRED MANAGEMENT GROUP	25613		25613 PROSPECT AVE-OCT 2018 HOA I	135.00	
Total :						135.00	
2071	10/9/2018	001799 STRADLING, YOCCA, CARLSON, & RAUTH	346543-0006		PROFESSIONAL/LEGAL SERVICE	350.40	
Total :						350.40	
2 Vouchers for bank code :					bofaha	Bank total :	485.40
2 Vouchers in this report						Total vouchers :	485.40

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
2070 through 2071 for a total
disbursement of \$ 485.40, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10-09-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



Loma Linda Housing Authority Official Report

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

HOUSING AUTHORITY AGENDA: October 9, 2018
TO: Housing Authority Board
SUBJECT: Minutes of August 14, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of September 11, 2018.

Loma Linda Housing Authority

Minutes

A Regular Meeting of September 11, 2018

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 8:50 p.m., Tuesday, September 11, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Board Members Present:	Chairman Rhodes Rigsby Vice Chairman John Lenart Ovidiu Popescu Phill Dupper
Board Members Absent:	Ron Dailey
Others Present:	Executive Director T. Jarb Thaipejr General Counsel Richard Holdaway

No items were added or deleted; no public participation comments were offered upon invitation of the Chair; and no conflicts of interest were noted.

HA-2018-16 – Consent Calendar

Motion by Popescu, seconded by Lenart and carried unanimously to approve the following (Dailey absent):

The Demands Registers dated:

- August 28, 2018 for FY 2017-2019 with commercial demands totaling \$5,430.44;
- September 11, 2018 for FY 2018-2019 with commercial demands totaling \$216.50.

The minutes of August 14, 2018 as presented.

The meeting adjourned at 8:51 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 OCTOBER 9, 2018

A regular meeting of the City Council of the City of Loma Linda as successor agency to the Loma Linda Redevelopment Agency is scheduled to be held Tuesday, October 9, 2018 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

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

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

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

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

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

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

Agenda item requests for the November 13, 2018 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, October 30, 2018

A. **Call To Order**

B. **Roll Call**

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

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

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

F. **Consent Calendar**

1. Demands Register

2. Minutes of September 11, 2018

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: October 9, 2018
TO: Board Members
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
09/19/2018 5:20:46PM

Voucher List
CITY OF LOMA LINDA
09-25-2018 SA

Page: 1

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
1299	9/13/2018	004631 DHA CONSULTING, LLC	18-0803	P-0000015302	Contractual Services - 2018-19A	701.25	
						Total :	701.25
1300	9/25/2018	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 35896			PROFESSIONAL/LEGAL SERVICES	16.63	
						Total :	16.63
2 Vouchers for bank code : bofasa						Bank total :	717.88
2 Vouchers in this report						Total vouchers :	717.88

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 1299 through 1300 for a total disbursement of \$ 717.88, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 10-09-2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

Page: 1

vchlist
10/03/2018 5:16:46PM

Voucher List
CITY OF LOMA LINDA
10-09-2018 SA

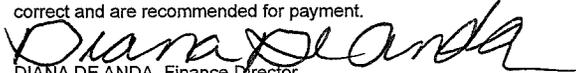
Page: 1

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1301	10/9/2018	001799 STRADLING,YOCCA, CARLSON, & RAUTH	346546-0000		PROFESSIONAL SERVICE/LEGAL SER\	298.40
Total :						298.40
1 Vouchers for bank code : bofasa						Bank total : 298.40
1 Vouchers in this report						Total vouchers : 298.40

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1301 through 1301 for a total
disbursement of \$ 298.40, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
10-09-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: October 9, 2018
TO: Board Members
SUBJECT: Minutes of August 14, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of August 14, 2018.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of September 11, 2018

A special meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 8:39 p.m., Tuesday, September 11, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore John Lenart Ovidiu Popescu Phill Dupper
Councilmen Absent:	Ron Dailey
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

SA-2018-12 - Consent Calendar

Motion by Lenart, seconded by Dupper and carried unanimously to approve the following items (Dailey absent):

The Demands Register dated:

- August 28, 2018 for FY 2017-2019 with commercial demands totaling \$556,701.13;
- September 11, 2018 for FY 2018-2019 with commercial demands totaling \$3,910,000.

The Minutes of August 14, 2018 as presented.

The meeting adjourned at 8:52 p.m.

Approved at the meeting of _____.

City Clerk