

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF MARCH 13, 2018

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, March 13, 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 April 10, 2018 meeting must be submitted in writing to the City Clerk no later than NOON, TUESDAY, March 27, 2018.

A. Call To Order

B. Roll Call

C. Closed Session

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

E. Items To Be Added Or Deleted

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

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

H. **Scheduled And Related Items**

I. **Consent Calendar**

1. Demands Register
2. Minutes of February 27, 2018
3. February 2018 Treasurer's Report
4. February 2018 Fire Department Report
5. Approve agreement with Lilburn Corporation for \$20,000.00 for interim contract planning services [**Community Development**]
6. Award contract to install Loma Linda Connected Community fiber optic cable from Stewart Street to University Court along Anderson Street [**Public Works**]
7. Authorize Purchase of One (1) Ford F250 Vehicle [**Public Works**]
8. Approve agreement with Southern California Edison (SCE) for tree removal within the SCE easements and temporary easements for construction of its West of Devers Upgrade Project [**Community Development**]

J. **Old Business**

K. **New Business**

9. Agreement with the San Bernardino County Sheriff for Emergency Dispatch Services for the period of April 1, 2018 through June 30, 2020 for Parking Enforcement [**Fire Department**]

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

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

N. **Adjournment**



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 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
03/01/2018 8:48:22AM

Voucher List
CITY OF LOMA LINDA
02-28-2018

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
383409	2/22/2018	000454 ICMA RETIREMENT CORP	2018022200383409		ICMA CONTRIBUTIONS-02/04-02/17/201	16,200.42
					Total :	16,200.42
625195	2/22/2018	005453 LARRY AGRE, MATCO TOOLS	6639	P-0000014224	TOOLS.	76.88
					Total :	76.88
625196	2/22/2018	001245 SO CALIF EDISON	STMT-1		ELECTRICITY SERVICES	1,076.12
					Total :	1,076.12
625197	2/22/2018	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	13,861.76
					Total :	13,861.76
625198	2/22/2018	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	2,454.32
					Total :	2,454.32
625199	2/22/2018	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	9.18
					Total :	9.18
625200	2/22/2018	003888 SAN BERNARDINO VALLEY WATER, CONSERV STATEMENT			GROUNDWATER PRODUCTION-07/01-1	35,807.49
					Total :	35,807.49
625201	2/22/2018	005473 WESTERN MUNICIPAL WATER DIST	3603523		ANNUAL GROUNDWATER EXTRACTIO	300.00
					Total :	300.00
625202	2/22/2018	005804 MCC PIPELINE INC	217-30-3	P-0000014629	WATERLINE IMPROVEMENTS SAN MA	52,629.34
					Total :	52,629.34
625203	2/22/2018	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-M	4,624.74
					Total :	4,624.74
625204	2/22/2018	001851 UNUM INSURANCE	0091890-001 0		LIFE INSURANCE PREMIUM-MAR 2018	618.74
					Total :	618.74
625205	2/22/2018	001730 AFLAC	281264		AFLAC INSURANCE PREMIUM-FEB 201	2,075.25
					Total :	2,075.25
625206	2/22/2018	001232 LOCAL AGENCY INVESTMENT FUND	CONF #1563067		DEPOSIT INTO CITY ACCOUNT #98-36-	2,000,000.00

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Bank code : bofa

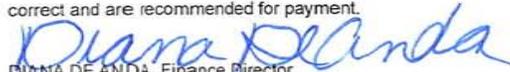
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625206	2/22/2018	001232	001232 LOCAL AGENCY INVESTMENT FUND (Continued)			Total : 2,000,000.00
625207	2/27/2018	000265	DIANA DE ANDA		REIMBURSEMENT TRAVEL & FLEX MEDICAL REIMBURSEI	138.44 Total : 138.44
625208	2/27/2018	000857	S.B. CO OFC AUDITOR/CONTR		JAN-2018 PARKING CITATIONS COLLECTED FOR	1,900.00 Total : 1,900.00
625209	2/27/2018	005673	CR&R		STMT REFUSE COLLECTIONS FOR OCT & N	87,578.62 Total : 87,578.62
625210	2/27/2018	000876	SAN BERNARDINO MUNICIPAL WATER		STMT SEWER SVC COLLECTIONS-OCT & NO	294,384.04 Total : 294,384.04
625211	2/27/2018	000110	BURTRONICS BUSINESS SYSTEM	AR41231	P-0000014611 PRINTING OVERAGES	434.26 Total : 434.26
625212	2/27/2018	003035	DOUGLAS L. GOODMAN, GOODMAN & ASSOC 5123		P-0000014514 CONSTRUCTION STAKING PAV REHAB	2,815.00 Total : 2,815.00
625213	2/27/2018	005502	FRONTIER COMMUNICATIONS		STMT PHONE SERVICE	39.03 Total : 39.03
625214	2/27/2018	003881	SB CO PROFESSIONAL FIREFIGHTER		FEBRUARY 2018 DUES COLLECTED FOR FEB 2018	2,831.40 Total : 2,831.40
625215	2/27/2018	005284	CITY EMPLOYEES ASSOCIATES		Feb 2018-PW DUES COLLECTED FOR FEB 2018	504.00 Total : 504.00
625216	2/27/2018	005284	CITY EMPLOYEES ASSOCIATES		FEB 2018-PAEA DUES COLLECTED FOR FEB 2018	209.00 Total : 209.00
625217	2/27/2018	000570	LOMA LINDA FIREFIGHTERS ASSN		STMTS-2 FEB 2018 DUES & T-DONATION COLLECTED-FEB	1,079.00 Total : 1,079.00
24 Vouchers for bank code : bofa						Bank total : 2,521,647.03
24 Vouchers in this report						Total vouchers : 2,521,647.03

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. 383409; 625195 through 625217 for a total disbursement of \$ 2,521,647.03 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 03-13-2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
03/07/2018 5:55:22PM

Voucher List
CITY OF LOMA LINDA
03-13-2018

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625218	3/1/2018	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	30.00
					Total :	30.00
625219	3/1/2018	005088 DENNIS GRUBB & ASSOCIATES, LLC	1743	P-0000014501	ADDENDUM-APPROVED BY CITY COUNCIL	1,350.00
					Total :	1,350.00
625220	3/6/2018	004197 C.A.P.F.	MARCH 2018 BILLING		LONG TERM DISABILITY-MARCH 2018	588.00
					Total :	588.00
625221	3/6/2018	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INSURANCE PREMIUM	56.34
					Total :	56.34
625222	3/6/2018	000865 SN BERNARDINO CO SHERIFF DEPT	17146	P-0000014301	SHERIFF ANNUAL CONTRACT OCT-DECEMBER	17,169.99
					Total :	17,169.99
625223	3/6/2018	000865 SN BERNARDINO CO SHERIFF DEPT	17147	P-0000014301	SHERIFF ANNUAL CONTRACT	4,618.94
					Total :	4,618.94
625224	3/6/2018	001257 DOUG MARTIN CONTRACTING CO INC	229IR	P-0000014513	PAV REHAB BY SLURRY SEAL CIP 17-1	5,605.02
					Total :	5,605.02
625225	3/6/2018	000791 CITY OF REDLANDS	2-0016.300		B-CONTRACT WATER USAGE CHARGE	252.00
					Total :	252.00
625226	3/6/2018	004896 INTERFACE SECURITY SYSTEMS LLC, (FORM 18957306		P-0000014736	REPAIR ALARM SYSTEM AT 25964 MISENER	913.00
					Total :	913.00
625227	3/6/2018	005502 FRONTIER COMMUNICATIONS	STMTS-2		PHONE SERVICE	171.81
					Total :	171.81
625228	3/6/2018	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2018	88.14
					Total :	88.14
625229	3/6/2018	005774 LORENA MATARRITA	REIMBURSEMENT		TRAVEL REIMBURSEMENT CAL OES TRIP	157.61
					Total :	157.61
625230	3/6/2018	001965 J.L. LUZADAS	REQUEST		DEPENDENT CARE REIMBURSEMENT-	599.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625230	3/6/2018	001965 001965 J.L. LUZADAS	(Continued)			Total : 599.00
625231	3/7/2018	005395 USBANK EQUIPMENT FINANCE	35193314	P-0000014307	PRINTERS LEASE AGREEMENT	2,912.40
						Total : 2,912.40
625232	3/7/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	84338073	P-0000014259	LANDSCAPE MATERIALS AND SUPPLIE	294.63
						Total : 294.63
625233	3/7/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	84357030	P-0000014259	LANDSCAPE MATERIALS AND SUPPLIE	48.21
						Total : 48.21
625234	3/7/2018	000451 SITEONE LANDSCAPE SUPPLY, LLC	84414285	P-0000014259	LANDSCAPE MATERIALS AND SUPPLIE	266.93
						Total : 266.93
625235	3/13/2018	000029 AGUA MANSА PROPЕRTIES, INC	3286 3306	P-0000014156 P-0000014156	CONCRETE CONCRETE	100.00 100.00
						Total : 200.00
625236	3/13/2018	000033 ALL AMERICAN ASPHALT	2985		CONSTRUCTION PREPAYMENT	525.00
						Total : 525.00
625237	3/13/2018	001984 ALLSTAR FIRE EQUIP. CO. INC.	204996	P-0000014157	SMALL TOOLS & PPE	85.48
						Total : 85.48
625238	3/13/2018	004554 ALTERNATIVE HOSE, INC	5761099	P-0000014158	PLUMBING MATERIALS	19.29
						Total : 19.29
625239	3/13/2018	002254 ANIXTER INC	143824095 TAX RETURN	P-0000014730	SFP - CLIPS FOR TRANSITION NETWO ECONOMIC INCENTIVE AGREEMENT F	1,672.79 40,595.20
						Total : 42,267.99
625240	3/13/2018	003833 ATKINSON, ANDESLON, LOYA, RUUD, & ROMC	538722	P-0000014440 P-0000014723	HUMAN RESOURCES LEGAL COUNSEI	5,877.65
						Total : 5,877.65
625241	3/13/2018	005654 BLINDS ETC	15179	P-0000014674	WINDOW BLINDS FOR CITY PROP AT 2	1,684.15
						Total : 1,684.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625242	3/13/2018	001400 BOOT BARN 4 SAN BERNARDINO	IVC0127222	P-0000014162	UNIFORM BOOTS & UNIFORM PANTS	591.78
					Total :	591.78
625243	3/13/2018	005390 CALIFORNIA HIGHWAY ADOPTION CO	218127	P-0000014303	Litter removal two times per month from	325.00
					Total :	325.00
625244	3/13/2018	005791 CENTURYLINK	67077444	P-0000014607	CITY INTERNET AND VOIP SERVICE	4,757.23
					Total :	4,757.23
625245	3/13/2018	004397 CHEMPAK	103418	P-0000014169	CLEANING SUPPLIES.	1,019.41
					Total :	1,019.41
625246	3/13/2018	000160 CLEAN STREET, INC	89357	P-0000014309	STREET SWEEPING SRVS FY 2017-18	3,640.00
					Total :	3,640.00
625247	3/13/2018	000203 CLINICAL LABORATORY OF	961021	P-0000014175	TEST WATER AT WELL SITE.	7,162.00
					Total :	7,162.00
625248	3/13/2018	000212 COLTON TRUCK SUPPLY	05P6867	P-0000014176	AUTO PARTS & SUPPLIES	105.60
			05P6894	P-0000014176	AUTO PARTS & SUPPLIES	121.28
					Total :	226.88
625249	3/13/2018	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-792516	P-0000014177	ELECTRICAL SUPPLIES	46.33
					Total :	46.33
625250	3/13/2018	005088 DENNIS GRUBB & ASSOCIATES, LLC	1753	P-0000014501	ADDENDUM-APPROVED BY CITY COUI	550.00
					Total :	550.00
625251	3/13/2018	005309 DIRECTV	33615364545	P-0000014310	SATELLITE TV SVC FOR EOC	39.54
					Total :	39.54
625252	3/13/2018	000028 EDWARD J. AGUILAR	2		REIMBURSEMENT FOR RENEWAL FEE	105.00
					Total :	105.00
625253	3/13/2018	000325 EWING IRRIGATION PRODUCTS	4832287	P-0000014191	IRRIGATION SUPPLIES	741.79
			4832288	P-0000014191	IRRIGATION SUPPLIES	475.20
			4859270	P-0000014191	IRRIGATION SUPPLIES	32.23

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625253	3/13/2018	000325	000325 EWING IRRIGATION PRODUCTS		(Continued)	Total : 1,249.22
625254	3/13/2018	001521	FACILITIES PROTECTION SYSTEMS, INTELLIC 57082	P-0000014733	SERVICE CALL TO ASSIST W/ELEVATO	608.00
						Total : 608.00
625255	3/13/2018	005407	FAMILY SERVICE ASSOC (FSA)	02-2018-001	P-0000014662 FSA - SENIOR CENTER MEAL PROGRA	6,398.13
						Total : 6,398.13
625256	3/13/2018	000336	FEDEX	6-097-72623	P-0000014193 COURIER SERVICE	27.35
						Total : 27.35
625257	3/13/2018	003197	FIRE APPARATUS SOLUTIONS	12258	P-0000014735 PARTS & LABOR TO REPAIR 1996 HME	9,352.94
				12259	P-0000014194 LADDER TESTING AND APPARATUS SE	330.82
				12260	P-0000014194 LADDER TESTING AND APPARATUS SE	323.22
				12261	P-0000014194 LADDER TESTING	356.69
				12262	P-0000014734 PARTS & REPAIRS FOR 2006 SMEAL PI	6,857.99
						Total : 17,221.66
625258	3/13/2018	005256	FLYERS ENERGY, LLC	18-649395	P-0000014195 FUEL	1,511.80
						Total : 1,511.80
625259	3/13/2018	005502	FRONTIER COMMUNICATIONS	STMT	PHONE SERVICE	113.37
						Total : 113.37
625260	3/13/2018	005255	GOPHER PATROL	273669	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	290.00
				273915	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	140.50
				273916	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	295.00
				274038	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	245.00
				274040	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	120.00
				274042	P-0000014376 GOPHER PATROL SRVS CITY PARKS &	275.00
						Total : 1,365.50
625261	3/13/2018	002484	HAAKER EQUIPMENT CO	C39400	VACTOR LEADER HOSE	180.68
						Total : 180.68
625262	3/13/2018	000402	HACH COMPANY	10846852	P-0000014377 SEWER FLOW METER MONITORING SI	1,000.00
						Total : 1,000.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625263	3/13/2018	005458 HIRSCH PIPE & SUPPLY	5800653	P-0000014204	PLUMBING FIXTURES, SUPPLIES AND	299.89
			5801181	P-0000014204	PLUMBING FIXTURES, SUPPLIES AND	57.83
			5801876	P-0000014204	PLUMBING FIXTURES, SUPPLIES AND	367.95
			5807831	P-0000014204	PLUMBING FIXTURES, SUPPLIES AND	13.52
			5809834	P-0000014204	PLUMBING FIXTURES, SUPPLIES AND	215.48
					Total :	954.67
625264	3/13/2018	000442 HUB CONSTRUCT SPECIALTIES, INC	C12002046	P-0000014208	SAND BAGS	499.50
					Total :	499.50
625265	3/13/2018	000480 INLAND WATER WORKS SUPPLY	S1008772.001	P-0000014725	PARTS FOR HYDRANT DAMAGED AT R	3,954.96
			S1008772.002	P-0000014211	WATER PARTS AND MATERIALS FOR R	411.48
			S1009075.001	P-0000014211	WATER PARTS AND MATERIALS FOR R	149.04
					Total :	4,515.48
625266	3/13/2018	005820 INTELIS CORPORATION	993763709		ACCOUNT CLOSED. REFUND OVERPA'	28.71
					Total :	28.71
625267	3/13/2018	004896 INTERFACE SECURITY SYSTEMS LLC, (FORM	18988617	P-0000014212	PROVIDING SECURITY AND MONITORI	82.68
		19000446		P-0000014212	PROVIDING SECURITY AND MONITORI	150.00
					Total :	232.68
625268	3/13/2018	000503 JON'S FLAGS & POLES	F78692	P-0000014220	FLAGS	144.65
					Total :	144.65
625269	3/13/2018	005811 JOSE J. SOTO, SOTO GROWERS	3103	P-0000014663	PLANTS FOR TREE PLANTING PROGR.	1,171.75
					Total :	1,171.75
625270	3/13/2018	005548 JTS MOTORCARS INC., DBA SPREEN MAZDA	TAX RETURN		INCENTIVE-2017 3RD QTR SALES TAX	12,334.46
					Total :	12,334.46
625271	3/13/2018	004564 KTS NETWORKS, INC.	312927		SHORETEL SIP STATION LICENSE	33.50
					Total :	33.50
625272	3/13/2018	001623 LARRY MODGLING, LARRY'S WELD-ALL WELI	328185	P-0000014726	NEW ALUMINUM TOP AT 2 MG RESERV	2,800.00
					Total :	2,800.00
625273	3/13/2018	002045 LOMA LINDA HEATING & AIR, CONDITIONING, 21866		P-0000014229	HVAC SERVICE AND MAINTENANCE.	549.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625273	3/13/2018	002045 LOMA LINDA HEATING & AIR, CONDITIONING,	(Continued)			
			21898	P-0000014229	HVAC SERVICE AND MAINTENANCE.	605.00
			21912	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	73.13
			21913	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	92.50
			21914	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	140.00
			21915	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	73.13
			21916	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	66.95
			21917	P-0000014386	HVAC MAINT SRVS FOR 6 WELL PUMP	66.95
			21918	P-0000014387	HVAC MAINTENANCE SRVS FOR CORP	370.98
			22002	P-0000014229	HVAC SERVICE AND MAINTENANCE.	287.00
			22006	P-0000014381	HVAC ANNUAL CONTRACT FOR CIVIC	1,299.01
					Total :	3,623.65
625274	3/13/2018	001733 LOWE'S COMPANIES, INC.	27057	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	61.34
			27187	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	38.88
			27592	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	15.80
			27788	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	28.89
			27920	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	23.76
			27937	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	68.91
			27951	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	28.63
			28987	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	23.53
					Total :	289.74
625275	3/13/2018	001566 MALLORY SAFETY & SUPPLY, LLC	4390485	P-0000014232	SAFETY GEARS AND EQUIPMENT.	64.65
					Total :	64.65
625276	3/13/2018	005254 MANSFIELD OIL COMPANY, OF GAINESVILLE, TAX RETURN			INCENTIVE-2017 3RD QTR SALE TAX	342,809.25
					Total :	342,809.25
625277	3/13/2018	003694 MARC A. CRUZ	55498528727251645161		REIMBURSEMENT FOR WORK SHORT	32.36
					Total :	32.36
625278	3/13/2018	004919 MELANIE DORAN TRAXIER, PLANNING PLUS/ 4		P-0000014646	MASTER PLAN AND ENTITLEMENT PRO	84,765.00
					Total :	84,765.00
625279	3/13/2018	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000684	P-0000014438	ANNUAL LMD MAINTENANCE CONTRA	9,835.35
			000685	P-0000014330	BARTON RD MEDIAN LANDSCAPE MAI	2,907.00

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625279	3/13/2018	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	(Continued) 000686 000687	P-0000014429 P-0000014331	MISC LANDSCAPE REPAIRS IN LMD AF BARTON RD MEDIAN - MISC LANDSCA	3,247.17 488.70 Total : 16,478.22
625280	3/13/2018	001613 OFFICE DEPOT, INC	105173924001 106044162001 107083920001 107085017001 107085018001 108411172001 108412269001 110338031001	P-0000014238 P-0000014238 P-0000014238 P-0000014238 P-0000014238 P-0000014238 P-0000014238 P-0000014238	OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES. OFFICE SUPPLIES.	119.84 91.57 48.91 13.99 11.98 6.98 197.46 65.39 Total : 556.12
625281	3/13/2018	004401 ORKIN PEST CONTROL	166823215	P-0000014418	PEST CONTROL SERVICES FOR STATI	105.00 Total : 105.00
625282	3/13/2018	000726 PARKHOUSE TIRE INC	2010553226	P-0000014243	VEHICLE TIRES	1,311.41 Total : 1,311.41
625283	3/13/2018	005511 PARTS AUTHORITY	062-079857 095-107350 095-108902	P-0000014244 P-0000014244 P-0000014244	AUTO PARTS AND SUPPLIES AUTO PARTS AND SUPPLIES AUTO PARTS AND SUPPLIES	354.61 61.20 45.04 Total : 460.85
625284	3/13/2018	001592 PHOENIX GROUP INFORMATION SYST	0120181143 012018143	P-0000014246 P-0000014246	PARKING CITATION DELIQUENT NOTIC PARKING CITATION DELIQUENT NOTIC	53.43 756.98 Total : 810.41
625285	3/13/2018	000766 PRUDENTIAL OVERALL SUPPLY	22567100	P-0000014249	SHOP RAGS	44.69 Total : 44.69
625286	3/13/2018	004199 QUALITY CODE PUBLISHING	2018-83	P-0000014250	CODE PUBLISHING	3,521.53 Total : 3,521.53
625287	3/13/2018	005772 QUINN COMPANY	PCA00040639		HOSE	168.74

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625287	3/13/2018	005772	005772 QUINN COMPANY		(Continued)	Total : 168.74
625288	3/13/2018	001701	ROBERT L. SMITH, BYRD INDUSTRIAL ELECT 203-18	P-0000014253 P-0000014253	WELL & BOOSTER SERVICE REPAIR &	570.81 Total : 570.81
625289	3/13/2018	000356	SAN BERNARDINO & RIVERSIDE CO, FIRE EC 95807	P-0000014256	RECHARGING FIRE EXTINGUISHERS.	30.00 Total : 30.00
625290	3/13/2018	003163	SBCTA	2-16-1001528 P-0000014596	AGREEMENT W/SBCTA FOR I10 FWY/M	26,154.76 Total : 26,154.76
625291	3/13/2018	003698	SCOTT ZEHM, 2 KOI GUYS	02212018 P-0000014305	CITY HALL FOUNTAIN MAINTENANCE	125.00 Total : 125.00
625292	3/13/2018	004455	SIEMENS INDUSTRY, INC	5610090168 5620019255 P-0000014398 P-0000014399	ANNUAL MAINTENANCE OF TRAFFIC S MISC REPAIRS OF TRAFFIC SIGNALS	2,184.00 1,734.80 Total : 3,918.80
625293	3/13/2018	001500	SIMPLER LIFE EMERGENCY	37358 P-0000014258	CERT CLASSES/DIASTER SUPPLIES.	496.09 Total : 496.09
625294	3/13/2018	001245	SO CALIF EDISON	STMT (1) STMT-1 STMTS-9	ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE	27.00 125.63 463.87 Total : 616.50
625295	3/13/2018	001356	STAPLES BUSINESS ADVANTAGE	3369299610 P-0000014262	OFFICE SUPPLIES.	107.28 Total : 107.28
625296	3/13/2018	005561	STATEWIDE TRAFFIC SAFETY, & SIGNS	13002570 13002604 13002605 P-0000014264 P-0000014264 P-0000014264	TRAFFIC SIGNS TRAFFIC SIGNS TRAFFIC SIGNS	121.67 108.75 139.98 Total : 370.40
625297	3/13/2018	005270	SUPERIOR AUTOMOTIVE WAREHOUSE	009088 009302 P-0000014266 P-0000014266 P-0000014266	AUTO PARTS AUTO PARTS	18.19 80.79

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625297	3/13/2018	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	(Continued) 009802	P-0000014266	AUTO PARTS	7.09
					Total :	106.07
625298	3/13/2018	005206 SWRCB-DWOCP	10		RENEWAL OF DRINKING WATER DISTF	105.00
					Total :	105.00
625299	3/13/2018	002127 T. JARB THAIPEJR	1		REIMBURSEMENT FOR APWA LUNCH/	50.00
					Total :	50.00
625300	3/13/2018	005805 TAPCO	I590712	P-0000014631	TWO RADAR FEEDBACK SIGNS	123.02
					Total :	123.02
625301	3/13/2018	004936 TRAFFIC MANAGEMENT INC	405110	P-0000014272	SIGNS AND TRAFFIC SAFETY EQUIPMI	103.32
					Total :	103.32
625302	3/13/2018	005421 TRANSWEST TRUCK CENTER	XA500010890:01		JUNCTION BLK-AIR SUPPLY	64.70
					Total :	64.70
625303	3/13/2018	001841 TRANSWORLD SYSTEMS INC	1768207 1785879		COLLECTIONS SERVICE UTILITIES COLLECTIONS	210.32 16.00
					Total :	226.32
625304	3/13/2018	000304 TYLER TECHNOLOGIES, INC	045-211627 045-211628 045-212284	P-0000014745 P-0000014745 P-0000014745	Annual Munis Software Maintenance Annual Munis Software Maintenance Annual Munis Software Maintenance	950.00 19,451.25 1,668.70
					Total :	22,069.95
625305	3/13/2018	001862 U.S. POSTAL SERVICE	8		PERMIT#1277 FRIST CLASS PRESORT	225.00
					Total :	225.00
625306	3/13/2018	001854 UNDERGROUND SERVICE ALERT OF	220180142	P-0000014273	DIG ALERT NOTIFICATION.	62.80
					Total :	62.80
625307	3/13/2018	005127 VOLOGY, INC.	INV438238	P-0000014652 P-0000014652 P-0000014652 P-0000014652	JUNIPER NETWORK SWITCHES	11,206.59

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
625307	3/13/2018	005127 005127 VOLOGY, INC.	(Continued)			Total : 11,206.59
625308	3/13/2018	001977 VULCAN MATERIALS	71739851	P-0000014275	ASPHALT MATERIALS.	226.49
						Total : 226.49
625309	3/13/2018	005222 WEST COAST LIGHTS & SIRENS INC	16150		REPAIR ARROWSTICK CONTROLLER II	42.89
						Total : 42.89
625310	3/13/2018	001917 WILBUR E & JUNE PURVIS, WILBUR'S	37857	P-0000014278	LAWNMOWER REPAIR AND MAINTENA	252.57
						Total : 252.57
625311	3/13/2018	003968 WINZER FRANCHISE CORPORATION	6058179	P-0000014281	MARKING PAINT, NUTS AND BOLTS.	251.14
						Total : 251.14
625312	3/13/2018	004353 WITTMAN ENTERPRISES, LLC	1801069	P-0000014336	MEDICAL BILLING SERVICES FY 2018	401.05
						Total : 401.05
95 Vouchers for bank code : bofa						Bank total : 679,584.03
95 Vouchers in this report						Total vouchers : 679,584.03

PAYROLL: \$282,138.59 2/22/2018

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.
625218 through 625312 for a total
disbursement of \$ 679,584.03 and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
03-13-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018
TO: City Council
SUBJECT: Minutes of February 27, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of February 13, 2018.

City of Loma Linda
City Council Minutes
Regular Meeting of February 27, 2018

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:01 p.m., Tuesday, February 13, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor pro tempore Phill Dupper Ron Dailey John Lenart
Councilman Absent:	Mayor Rhodes Rigsby Ovidiu Popescu
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

The Pledge of Allegiance was led by Councilman Dailey, no items were added or deleted and no public comments were offered upon invitation of the Mayor pro tempore.

Scheduled Items

CC-2018-018

HA-2018-05 – Joint Meeting of the City Council and Housing Authority regarding 2016-2017 Mid-Year Budget Review including expenditure appropriations and revenue adjustments

The Housing Authority Board was called to order at 7:04 p.m. with all Rigsby and Popescu absent. City Manager presented the item, stating that the Mid-Year Budget with the recommended adjustments and appropriations was presented to the Budget Committee on February 15.

He indicated the information provided to the City Council included the proposed revenue adjustments and appropriation requests. He continued, recapping the Fiscal Year 2016-2017 beginning and ending fund balances and reviewing the Fiscal Year 2017-2018 current vs. adopted budget and the mid-year vs. current budget general fund.

The general fund was projected to yield an operating surplus of \$48,900. Throughout the fiscal year staff had proposed and City Council had approved several amendments increasing the appropriation spending for the City by \$6,115,700 and \$702,100 for the general fund. He presented the summary of changes in revenues and expenditures for the general fund, enterprise funds, special revenue funds and capital projects funds. If adopted, the proposed mid-year general fund budget will net a position decrease of \$214,600.

He concluded indicating that the recommendations presented by staff represent a net increase in general fund revenues of \$839,800, and a net increase in general fund expenditures of \$410,700. In the overall City, the recommendations represent a net decrease to revenues of \$1,460,900 and a net increase in expenditures of \$1,827,900. Staff recommends the approval of the adjustments presented in the staff report and detailed in attachment 1.

Motion by Dailey, seconded by Lenart and carried to approve the recommendations for expenditure appropriations and revenue adjustments included in the staff report and detailed in attachment 1. (Rigsby and Popescu absent)

CC-2018-019 Consent Calendar

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

The demands registers dated February 27, 2018 with commercial demands totaling \$551,918.24, and payroll demands dated 01/25/2018 totaling \$298,166.13.

Received for filing the January 2018 Treasurer's Report.

Approved a two-year Time Extension Request for Precise Plan of Design No. 14-154 - two-story, 16,770 sq ft medical office building located at 25915 Barton Road.

Awarded contract for tree trimming citywide to West Coast Arborist, Inc. of Anaheim in an amount not to exceed \$36,000.00 and authorized a contingency allocation of \$4,000 ($\pm 10\%$).

Awarded contract for citywide street striping and pavement marking services to Safe USA, Inc. of Ontario in an amount not to exceed \$18,000.00 and authorized a contingency allocation of \$2,000.

Reports of Councilman

Councilman Dailey commented on the near collisions he has witnessed with cars exiting the Centerpointe shopping center driveway onto Mt. View Avenue just south of Barton Road; weeds in the medians and the landscaping at the Dollar Tree shopping center at Mt. View Avenue and Redlands Boulevard. City Manager indicated that City crews would be spraying the medians for weeds; Dollar Tree would be contacted regarding the landscaping; and that there was not much that could be done regarding the driveway ingress/egress from the Centerpointe shopping center.

Councilman Lenart indicated it appeared that from his observations, the speed limit warning signs on Beaumont Avenue was slowing traffic.

Mayor pro tempore Dupper invited fellow Councilmembers and staff to the League of CA Cities Education Summit at Silver Lakes in Fontana on Thursday, March 1. He also noted the Chamber of Commerce Installation and Awards Dinner was scheduled for March 15.

The meeting adjourned at 7:33 p.m.

Approved at the meeting of _____, 2018.

City Clerk



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Diana De Anda, Finance Director/City Treasurer
SUBJECT: February 2018 Treasurer's Report

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

RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
FEBRUARY 2018

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	894,711.24
Outstanding Checks as of month-end		(746,527.78)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	148,183.46
BANK OF AMERICA - PAYROLL	\$	22,047.51
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		380,303.16
Outstanding Checks as of month-end		(1,800.62)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	378,502.54
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		454,212.83
Outstanding Checks as of month-end		(2,062.50)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	452,150.33
DEMAND DEPOSIT ACCOUNTS - TOTAL	\$	1,000,883.84

INVESTMENTS

	YIELD	
LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	1.412%	\$ 38,062,583.62
CITY - Former RDA Bond Proceeds	1.412%	4,060,622.56
CITY -Total		42,123,206.18
SUCCESSOR RDA	1.412%	2,298,336.24
HOUSING AUTHORITY	1.412%	681,848.71
INVESTMENTS TOTALS		\$ 45,103,391.13

OTHER CASH

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

CASH AND INVESTMENTS - GRAND TOTAL **46,106,124.97**

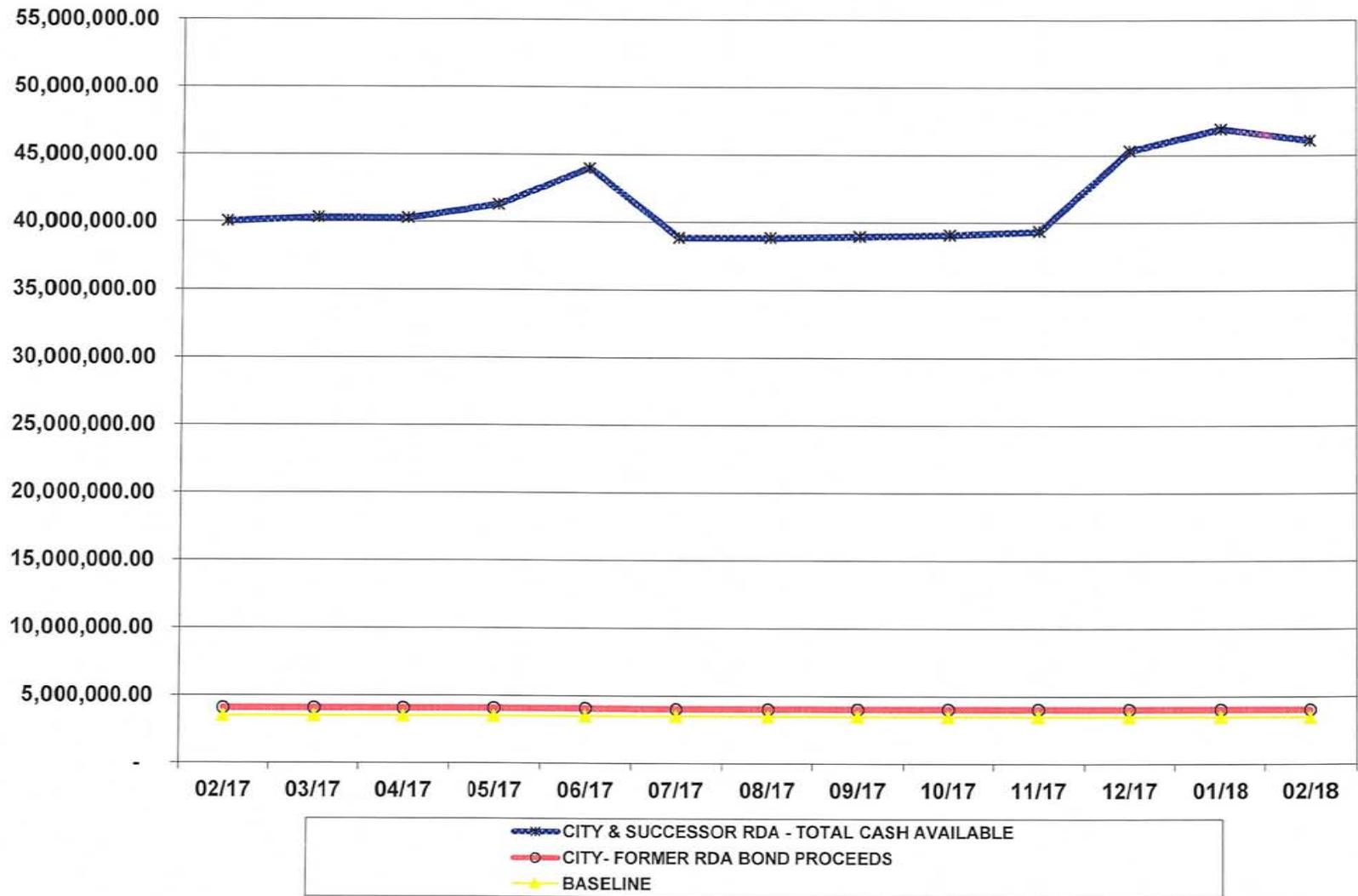
PREVIOUS MONTH 46,964,404.45

CHANGE +/- \$ (858,279.48)

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


Treasurer

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 02/17-02/18





City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeff Bender, Fire Chief *JB*
SUBJECT: February Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 400 incidents in February 2018. Of the 400 incidents, 77 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	218	54.5%	488	55.5%
Traffic Collision (TC)	20	5.0%	44	5.0%
MA + TC	238	59.5%	532	60.5%
Hazardous Conditions	3	0.8%	5	0.6%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	32	8.0%	77	8.8%
Rescue	5	1.3%	8	0.9%
Structure Fire	5	1.3%	9	1.0%
Cooking	0	0.0%	0	0.0%
Vegetation Fire	1	0.3%	2	0.2%
Vehicle Fire	3	0.8%	3	0.3%
Refuse Fire	1	0.3%	3	0.3%
All Fires	10	2.5%	17	1.9%
Good Intent/Dispatched & Cancelled Enroute	89	22.3%	176	20.0%
Fire Alarm Activation*	23	5.8%	65	7.4%

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

Training Division Highlights:

- Monthly Emergency Medical Services (EMS) Training
 - Protocol Update – Determination of Death
 - Lecture provided by physician from Loma Linda University Medical Center
- High Angle Rescue scenario training at LLUMC construction site
- Attended the Las Vegas Route 91 Mass Shooting Seminar presented at LLUMC

Public Relations/Education:

- Station Tour provided at Fire Station 251
- Delivered flowers to the ladies at Brookdale and Valley Villa Assisted Living on Valentine's Day

SUBJECT: February 2018 Fire Department Activity Report Continued

Fire Prevention Division:

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

Certificate Of Occupancy Inspection	2
Commercial UL-300 Hood Inspections	1
Construction Site Inspection	13
Fire Alarm System Test & Inspection (# of trips)	2
Fire Building Final Inspection	1
Fire Flow Test (Hydrant Testing)	
Fire Sprinkler Final – Commercial	4
Fire Sprinkler Final – Residential	2
Fire Sprinkler Rough – Commercial	8
Fire Sprinkler Rough – Residential	15
Fire Underground – Inspection, test, flush	3
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	5
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	12
Smoke Alarm Check	1
Solar Panel Inspection	6
Underground Flam. Liquid Tank Inspection	
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	32
Meetings	26
Public Education (hours)	3
Public Hearings / Council Meetings	2
Training Classes (hours)	3
Annual Fire Inspections	15
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	13
Field Investigation / Inquiries	15
Fire / Arson / Illegal Burn Investigation	
State Fire Marshal Permits Issued	2
State Fire Marshal Title 19 Inspections: RCF's	16
Weed Abatement Administrative Time (hours)	14
Weed Abatement, Parcels Inspected	



City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: March 13, 2018

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Approve agreement with Lilburn Corporation for \$20,000.00 for interim contract planning services

RECOMMENDATION

It is recommended that City Council takes the following actions:

- Approve the agreement between Lilburn Corporation and the City of Loma Linda for interim contract planning services; and,
- Approve the use of funds in the amount of \$20,000 to cover the cost of contract planning services.

BACKGROUND

Assistance is needed in order to maintain current workload and customer service levels, and to meet performance goals, there are a large number of complex projects currently before the City which require professional planning services for evaluation.

ANALYSIS

The requested financial appropriation will provide funding to engage a contract planner for approximately 20 hours per week at a rate of \$128 an hour.

FINANCIAL IMPACT

Funds to be paid from expenditure account 01-1600-1820.

Exhibit A – Quote for On-Call Planning Services

March 5, 2018

Mr. Konrad Bolowich, Assistant City Manager
City of Loma Linda
Community Development Department
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: Quote for On-Call Planning Services

Dear Konrad:

Lilburn Corporation has prepared this response to the City's informal request for a quote to provide on-call planning services, as needed. We understand you are looking for staff assistance for a few months to reduce the backlog of processing Project Applications.

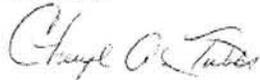
We will assign Natalie Patty to report to you at City Hall. Her work assignments would be completed under the direction of Lorena Matarrita, Senior Planner. We understand you estimate that approximately 20 hours/week of her time will be required, for the period of mid-March through mid-May. Natalie will be available during that time, and up through May 18th at which time she will be out of the State for 10 days.

We have previously provided on-call planning assistance to the City of Loma Linda; most recently during the period of May through July 2016. The hourly billing rates for 2018 will be \$128 for Natalie Patty; a 15% reduction in her regular billing rate and an 11% increase over the 2016 rate. Lilburn Corporation's current Rate Schedule for all employee classifications is attached.

We understand that the duration and schedule for each project assignment will vary. In each case we will make every effort to complete assignments in a timely manner.

Let me know if you have any questions or need additional clarification.

Sincerely,



Cheryl A. Tubbs
Vice President

Enclosure: Rate Schedule

LILBURN CORPORATION

1905 Business Center Drive
San Bernardino, California 92408

STANDARD SCHEDULE OF CHARGES

(Effective January 1, 2018)

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$190 - \$205
Project Director	\$175 - \$185
Senior Project Manager	\$155 - \$175
Project Manager	\$150 - \$160
Senior Analyst/Planner	\$125 - \$145
Environmental Analyst/Planner	\$75 - \$105
Senior CAD Designer	\$105 - \$120
Word Processor/Office Administrator	\$85 - \$95
Clerical/Student Intern	\$65

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

EXPENSES AT COST PLUS 10%:

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

OTHER DIRECT COSTS

Auto Mileage (per current IRS or government rate) \$0.535 mile
Agency Permits/Fees..... At Cost
Consultants and Subcontractors..... Cost Plus 5 - 15%



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018

TO: City Council

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

SUBJECT: Award Contract to Install Loma Linda Connected Community Program Fiber Optic Cable from Stewart Street to University Court along Anderson Street.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that City Council award a contract for Loma Linda Connected Community Program (LLCCP) fiber optic cable installation to HHS Construction, Inc. of Ontario, CA in an amount of \$43,067.00 and authorize a contingency allocation of \$4,000.00 (±10%). City Staff will provide project management.

BACKGROUND:

The LLCCP fiber optic cable installation is a specialized item requiring a unique skill set and tools. HHS Construction, Inc. has been the only contractor to install, splice or repair our fiber optic lines. As such, this is considered a sole source contract award.

ANALYSIS:

The City has requested a bid for installing a fiber optic line from Stewart Street to University Court. The bid is consistent with similar type trenching projects as well as past projects with this contractor. The work is to complete a missing link to the University Court traffic signal. Having the connectivity will allow for remote coordination and monitoring.

FINANCIAL IMPACT:

Funding is available in Account Nos. 01-3030-8500, Traffic Mitigation - \$23,100 and 10-5360-8500, AQMD - \$20,000, .

F:\Public Works Admin\Staff Reports\Award of Contract\LLCCP Fiber Stewart St to University Ave.docx



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018

TO: City Council

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

SUBJECT: Authorize Purchase of One (1) Ford F250 Vehicle.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that City Council authorize a purchase order to Fairview Ford of San Bernardino for the purchase of one (1) Ford F250 vehicle for a total of \$32,949.13.

BACKGROUND:

City staff constantly monitors, evaluates and analyzes the condition, depreciation and maintenance needs of the City fleet. The vehicle replacement program was included as part of the budget process. This vehicle will replace the Facilities maintenance vehicle, a 1995 Ford Van.

ANALYSIS:

Vehicle specifications were developed for the needs of the Public Works Department then bids from local vendors were solicited. In order to meet the fiscal year restraints we requested quotes for a vehicle in inventory. Two (2) bids were received for available from local vendors and compared. The lowest bidder, Sunrise Ford of Fontana, provided the lowest bid of \$32,949.19 for the vehicle. The other quote from Raceway Ford of Riverside is \$34,853.29. The City has checked this vendor and is satisfied with their service commitment and references.

FINANCIAL IMPACT:

Funding is available in Account No. 38-7200-8210, Facilities.

I:\Public Works Admin\Staff Reports\Award of Contract\Purchase One F 250 Facilities Vehiclce 2018.docx



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Southern California Edison Company (“Edison”) Easement, Tree Removal for construction of its West of Devers Upgrade Project

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the agreement for tree removal within the SCE Easements and temporary easements as described in attachments A, B and C.

BACKGROUND

The Project will involve the construction of an electric transmission line over 48 corridor miles. The Project will also involve removing existing 66kV and 220kV electric transmission lines, and replacing them with new double-circuit transmission lines of the same voltages. The new electric lines will provide more capacity to transmit renewable energy, whose use is now mandated by the State, and will enable Edison to modernize and enhance the reliability of its electric circuits serving the public.

On August 18, 2016, the California Public Utilities Commission (“CPUC”) approved Edison’s construction of the Project by issuing a Certificate of Public Convenience and Necessity (“CPCN”) The CPCN granted by the CPUC includes the need for Edison to remove approximately 156 trees.

Edison is offering compensation of \$311.00 per tree for removal.

ANALYSIS

Tree removal is intended to augment construction access and accommodate changes to the current transmission system relating to the SCE West of Devers Project.

ENVIRONMENTAL

Associated environmental and CEQA issues are addressed as part of the SCE west of Devers EIR. Site specific issues will be minimal.

FINANCIAL IMPACT

\$48,516.00 to Parks –Miscellaneous Revenue 04-9804



**BENDER
ROSENTHAL
INCORPORATED**

February 27, 2018

City of Loma Linda
c/o Konrad Bolowich, City Manager
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: Offer to Purchase Agriculture Trees
APNs: 0292-561-22, 0292-5515-37, 0292-561-20, 0292-571-20, 0293-211-30,
0293-221-50, 0293-241-63, 0293-272-71 & 0293-341-49

Dear Mr. Bolowich,

Bender Rosenthal, Inc. ("BRI") has been retained by Southern California Edison Company ("SCE") for the purpose of acquiring necessary property rights to implement the West of Devers Upgrade Project ("Project").

On August 18, 2016, the California Public Utilities Commission approved the Project and issued SCE a Certificate of Public Convenience and Necessity, authorizing the construction of the Project.

To allow for construction and operation of the Project, SCE has identified areas within its existing right of way that must be cleared of agricultural trees allowed under various agreements between SCE and property owners. A copy of the existing agreement for your trees is attached. Although SCE may have existing rights to trim and/or remove the agriculture trees and other obstructions, as a courtesy, SCE is offering compensation. The purpose of this letter is to confirm SCE's willingness to compensate you for the removal of certain trees that are potentially interfering with construction of the Project.

1. To facilitate construction, SCE has identified 156 trees that must be removed as shown on the Map attached hereto.
2. SCE agrees to pay Three Hundred Eleven Dollars 00/100 (\$311.00) per tree, for a total offer of Forty-Eight Thousand Five Hundred Sixteen Dollars 00/100 (\$48,516.00).
3. If additional trees require removal, the Contractor will confirm with you or your representative and SCE will pay you an additional \$311.00 per tree for any such additional tree.
4. The Contractor has an Irrigation Emergency protocol in case of any breaks while the work is being conducted. Prior to the start of the work, a field meeting with Contractor and you or your representative will occur to review what work will be conducted as well as identify the location of irrigation lines and mains.
5. The trees will be removed at SCE's expense and any required irrigation relocation cost will be paid by SCE.



- 6. This letter should not be construed as a subordination of SCE's right, title and interest in and to its easements, nor should this letter be construed as a waiver of any of the provisions contained in said easements or a waiver of any costs of relocation of affected SCE facilities.
- 7. To allow for continued operation, proper clearance must be maintained around SCE's facilities at all times. If after construction, clearance is not maintained, it is agreed that the Property Owner shall not be entitled to any payment from SCE to reimburse for any costs associated with removing trees planted subsequent to this letter in clearance areas, including but not limited to the current or replacement value of the trees.
- 8. Upon completion of the project, property owner retains the right to replace removed trees on a one for one basis with trees similar species or type at their current locations within the Easement, provided, however, that proper clearance must be maintained around SCE's facilities at all times. If after Project completion, clearance is not maintained from any trees planted by Property Owner pursuant to this Paragraph 7, it is agreed that the Property Owner shall not be entitled to any payment from SCE to reimburse for any costs associated with removing such trees, including but not limited to the current or replacement value of the trees.

If you choose to accept compensation on the foregoing terms, please sign in the space below and return this letter and executed W-9 in the envelope provided and payment will be made to you within 30 days.

If you should have any questions or would like to discuss this offer, please feel free to contact Joe Zapata at (916) 955-1885 or via e-mail at j.zapata@benderrosenthal.com.

Sincerely,

Joe Zapata
Right of Way Agent

AGREED & ACCEPTED

By: _____ Date: _____

Print Name: _____

Company: _____

Title: _____

By: _____ Date: _____



Print Name: _____

Company: _____

Title: _____

ENCLOSURES:

Return Envelope

W-9

Existing Agreement Nos. 265942, 272594, 265232 & 265992

Ag Tree Map

Property Owner Contact Information for Contractor to review Irrigation locations, main shut off valves prior to work. Please provide information below so we can contact you when work is ready to begin.

Property Owner Name: _____

Phone Number: _____

Phone Number: _____

On-site Contact Name: _____

Phone Number: _____

FORM NO. 104-104-1-66

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 351
LOS ANGELES 33, CALIF.

82

RECORDED AT REQUEST OF
Title Insurance and Trust Company
SEP 13 1966 8 18 A.M.

BOOK 6695 PAGE 280

BOOK 6695 PAGE 280

OFFICIAL RECORDS
San Bernardino County, Calif.

John W. [unclear]
Recorder
MICROFILMED
INDEXED

265942
Parcel 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT OF WAY EASEMENT

82
10522-
740
F. 66
35765A
1055
244

THE UNDERSIGNED, JOHN VAN UFFELEN and GRACE VAN UFFELEN, husband and wife, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms, placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress, and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned; in, under, on, over, along and across a strip of land, 150 feet wide, hereinafter referred to as right of way strip, lying within that certain real property of the Grantor, in the County of San Bernardino, State of California, described as follows:

Parcel 1:

Subdivision of Lot 6, according to Map of Lots 24, 23 and Subdivision of Lots 22 and 21, Block 57, of the Rancho San Bernardino, in the County of San Bernardino, State of California, as per map recorded in Book 16, page 43 of Maps, in the office of the County Recorder of said County.

Right of Way Easement
John Van Uffelen, et ux., to
Southern California Edison Company, a corp. BOOK 6695 PAGE 281.
Serial No. 35769A

Parcel 2:

Lot 23, according to Map of Lots 24 and 23, and Subdivision of Lots 22 and 21, Block 57, of the Rancho San Bernardino, in the County of San Bernardino, State of California, as per map recorded in Book 16, page 43 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom a strip of land 100 feet wide conveyed to the Southern Pacific Railroad Company, a corporation, as per deed recorded in Book "N" of Deeds, page 626.

Said right of way easement being described as follows:

The East 150 feet of Lot 23, Block 57, Rancho San Bernardino, as per map of Lots 24, 23 and Subdivision of Lots 22 and 21, Block 57, of the Rancho San Bernardino recorded in Book 16, page 43 of Maps, in the office of the County Recorder of said County.

EXCEPTING THEREFROM that portion lying within a strip of land 100 feet wide, conveyed to the Southern Pacific Railroad Company, a corporation, by deed recorded in Book "N", page 626 of Deeds, in the office of the County Recorder of said County.

2. Grantee shall have the right to use existing roads on lands of Grantor as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress and egress to and from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to relinquish any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

3. Grantor reserves for Grantor and Grantor's heirs and assigns, right for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns, shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

(*)

Right of Way Easement

John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
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5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.

7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor, within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside of said right of way strip to a height of less than 50 feet.

8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.

9. Any use hereinabove permitted to be made of the surface of said right of way strip by the Grantor or Grantor's heirs or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

10. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.



Right of Way Easement

John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
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11. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

12. The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

Anything herein contained to the contrary notwithstanding, it is hereby specifically understood and agreed between the Grantor and Grantee as follows:

That the orange trees other than those to be removed shall remain the property of the Grantor, and that Grantor may continue to farm the area occupied by the remaining trees in the same manner as the same has been heretofore farmed; that such right shall include, but shall not be limited to, the right to enter upon such area with a spray rig for the purpose of spraying said orange trees, the right to use smudge pots for frost protection in the area, including the right to store smudge pots containing smudge oil under the trees, when same are not in use, and the right to do and perform any and all other acts reasonably necessary and ordinarily required in the operation of an orange grove.

That if said Grantee shall, at any time in the use and enjoyment of the right of way easement herein granted, take, damage, or destroy any orange trees, or do or perform any acts other than those contemplated and necessary for and in the lawful exercise and enjoyment of the right of way easement and rights herein granted, causing or resulting in any other or additional destruction or loss of or damage to Grantor's said real property, Grantee agrees to be responsible and pay Grantor for all such destruction, loss and damage.

Witness:

Dated

8-18-66

R. H. Long

John Van Uffelen
John Van Uffelen

R. H. Long

Grace Van Uffelen
Grace Van Uffelen

STATE OF CALIFORNIA

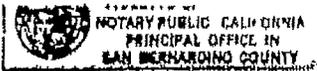
COUNTY OF _____

ss.

On this _____ day of _____, 1966, before me, a Notary Public in and for said County and State, personally appeared John Van Uffelen and Grace Van Uffelen, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County and State



COMMUNITY EXEMPT July 9, 1967

265942

FORM NO 141 REV. BY 11-26 S.C.H. 66.

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO }

On this 19th day of AUGUST 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. H. LONG known to me to be the person whose name is subscribed to the within instrument as a Witness thereto, who being by me duly sworn, depose and say:

That he resides in RIVERMIDE GOMESY and that he was present and saw

personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the within and annexed instrument as the Part IAN thereto, execute and deliver the same, and they acknowledged to said affiant that he (she) (they) executed the same; and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.

Yvonne E. Gunderson
Notary Public in and for said County and State

OFFICIAL SEAL
MICHAEL F. GUNDERSON

(Witness)

RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY	83 RECORDED AT REQUEST OF Title Insurance and Trust Company SEP 13 1968 at 8 A.M. BOOK 6695 PAGE 284
WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY P.O. BOX 351 LOS ANGELES 31, CALIF. ATTENTION ROW & LAND DEPT.	BOOK 6695 PAGE 284 OFFICIAL RECORDS San Bernardino County, Calif. <i>Dee J. [Signature]</i> Recorder INDEXED 265942 <i>Parcel 1</i> 83

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT OF WAY EASEMENT

5722201 444
 170
 5482
 357604
 1027
 544

THE UNDERSIGNED, JOHN VAN UFFELEN and GREYENA VAN UFFELEN, husband and wife, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned, in, under, on, over, along and across a strip of land, 150 feet wide, hereinafter referred to as right of way strip, lying within that certain real property of the Grantor in the County of San Bernardino, State of California, described as follows:

Parcel 1:

All that portion of Lots 4 and 5, Block 56, of Rancho San Bernardino, in the County of San Bernardino, State of California, as per map recorded in Book 7, page 2 of Maps, in the office of the County Recorder of said County, lying South of the public highways known as and called Cottonwood Row Road.



Right of Way Easement
John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
Serial No. 35768A

BOOK 6695 PAGE 285

Together with that portion of the North half of Rancho Avenue, adjoining said land on the South.

EXCEPTING a strip 3 rods wide off the East side of said Lot 5.

Parcel 2:

Lots 4 and 5, Block 57 of Rancho San Bernardino, in the County of San Bernardino, State of California, according to map recorded in Book 7, page 2 of Maps, in the office of the County Recorder of said County.

Together with that portion of the South half of Rancho Avenue, adjoining said land on the North.

EXCEPTING a strip 3 rods wide off the entire East side of Lot 5.

ALSO EXCEPTING the South 140 feet of said Lots 4 and 5 in Block 57.

Said right of way strip being described as follows:

Commencing on the South line of said Lot 4, Block 57, at a point being South $89^{\circ} 36' 41''$ West, 75.00 feet from the Southeast corner of said Lot 4, Block 57; thence North $0^{\circ} 37' 36''$ West, 140.00 feet to the True Point of Beginning of this description; thence continuing North $0^{\circ} 37' 36''$ West, 829.60 feet; thence North $9^{\circ} 55' 24''$ East, 702.12 feet to the centerline of Cottonwood Row Road, 60 feet wide.

The East and West side lines shall be prolonged or shortened Northerly so as to terminate in the centerline of Cottonwood Row Road, 60 feet wide, and shall be prolonged or shortened Southerly so as to terminate in a line parallel with and 140.00 feet Northerly, measured at right angles, from the South line of said Lot 4, Block 57.

The Grantor also grants to the Grantee the right to construct, use, maintain, alter, add to, repair, replace, inspect and/or remove, set poles, guy wires and anchors, in, on, over and across that certain real property in said County and State, described as follows:

A strip of land four feet wide lying within Lot 4, Block 57, Rancho San Bernardino, as per map recorded in Book 7, page 2 of Maps of said County, the centerline of said strip of land being described as follows:

Commencing at the Southeast corner of said Lot 4, Block 57; thence South $89^{\circ} 56' 41''$ West, 150.01 feet to the Southerly prolongation of the West line of the right of way strip hereinbefore described; thence along said Southerly prolongation of the West line of said right of way strip North $0^{\circ} 37' 36''$ West, 975.78 feet to the True Point of Beginning of this description; thence leaving said West line North $85^{\circ} 21' 06''$ West, 28.95 feet.

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Right of Way Easement
John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
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2. Grantee shall have the right to use existing roads on lands of Grantor as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

3. Grantor reserves for Grantor and Grantor's heirs and assigns, right for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.

7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such

Right of Way Easement
John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
Serial No. 35768A

BOOK 6695 PAGE 287

heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside of said right of way strip to a height of less than 50 feet.

8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.

9. Any use hereinabove permitted to be made of the surface of said right of way strip by the Grantor or Grantor's heirs or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

10. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

11. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

12. The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

Anything herein contained to the contrary notwithstanding, IT IS HEREBY SPECIFICALLY UNDERSTOOD AND AGREED between the Grantor and Grantee as follows:

That Grantor may continue to use for farm, dairy and livestock purposes in the same manner as heretofore, the area within said right of way easement not actually used for the erection of said towers that Grantor may at all times continue to use, and may repair or replace the existing fences, corrals, feed pens and water troughs now located within said right of way easement, and shall have the right to do and perform any and all other acts reasonably necessary and ordinarily required in the operation of said premises for farm, dairy and livestock purposes provided such acts are not inconsistent or do not interfere with the right of way easement and rights herein granted.

Right of Way Easement
John Van Uffelen, et ux., to
Southern California Edison Company, a corp.
Serial No. 35768A

BOOK 6095 PAGE 288

That if said Grantee shall, at any time in the use of enjoyment of the right of way easement herein granted, take, damage or destroy any fences, corrals, pens, milk sheds or other improvements, or do or perform any acts other than those contemplated and necessary for and in the lawful exercise and enjoyment of the right of way easement and rights herein granted, causing or resulting in any other or additional destruction or loss of or damage to Grantor's said real property, and the improvements thereon, Grantee agrees to be responsible and to pay Grantor for all of such destruction, loss and damage.

83

Witness: Dated 8-18-66

R. H. Long
R. H. Long

John Van Uffelen
John Van Uffelen
Gretena Van Uffelen
Gretena Van Uffelen

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On this _____ day of _____, 1966, before me, a Notary Public in and for said County and State, personally appeared John Van Uffelen and Gretena Van Uffelen, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

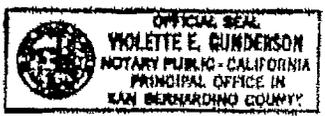
Notary Public in and for said
County and State

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } ss.

On this 19th day of August, 1966, before me, a Notary Public in and for said County and State, personally appeared R. H. Long, known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of Riverside, State of California, that he was present and saw John Van Uffelen and Gretena Van Uffelen, personally known to him to be the same persons described in and whose names are subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such persons acknowledged to said affiant that they executed the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS my hand and official seal.

Violet E. Gunderson
Notary Public in and for said
County and State



My Commission Expires July 5, 1969.

(*)

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1454

CONTROL NO. 26607 DATE 07-02-84 ROLL NO. 84-R132

FRAME NO.

272594

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P.O. BOX 85E
LOS ANGELES 68, CALIF.
ATTENTION - CIVIL ENGINEER

7 RECORDED AT REQUEST OF
THE INSURANCE AND TRUST COMPANY
FEB 28 1987 11 AM.

BOOK 6778 PAGE 427

BOOK 6778 PAGE 427
OFFICIAL RECORDS
San Bernardino County, Calif.
Ed. K. Carpenter
REC'D

4:40

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT-OF-WAY EASEMENT

THE UNDERSIGNED, LAWRENCE A. WHITESIDES, an unmarried man, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned; in, under, on, over, along and across that certain real property, hereinafter referred to as right of way strip, in the County of San Bernardino, State of California, described as follows:

The East 150 feet of the South 20 acres of the fractional Northwest quarter of the Northwest quarter of Section 31, Township 1 South, Range 1 West, S. B. E. and M.

2. Grantee shall have the right to use existing roads and to make such additions thereto, on lands of Grantor adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads

5-25-751 H-1110

APPROVED AS TO DESCRIPTION
P.L. RECORDERS BY THIS
OFFICE BY S.P. & L.H. HESTER

SEE S.C. 2004
NO. 1000
FEB 28 1987

(+)

1 4 5 5

FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	07-02-84	84-R132

Right of Way Easement
 Lawrence A. Whitesides, to
 Southern California Edison Company, a corp.
 Serial No. 36675A

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are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

3. Grantor reserves for Grantor and Grantor's heirs and assigns, rights for (1) underground water pipelines (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.

7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside of said right of way strip to a height of less than 50 feet.

8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or non-combustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.

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FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	07-02-84	84-R132

Right of Way Easement
 Lawrence A. Whitesides, to
 Southern California Edison Company, a corp.
 Serial No. 36675A

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9. Grantee agrees to pay for any damage to Grantor's crops, vines, or fences which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

10. Anything herein contained to the contrary notwithstanding, IT IS HEREBY SPECIFICALLY UNDERSTOOD AND AGREED between the Grantor and Grantee as follows:

That the orange trees other than those to be removed, shall remain the property of the Grantor, and that Grantor may continue to farm the area occupied by the remaining trees in the same manner as the same has been heretofore farmed; that such right shall include, but shall not be limited to, the right to enter upon such area with a spray rig for the purpose of spraying said orange trees, the right to use smudge pots for frost protection in the area, including the right to store smudge pots containing smudge oil under the trees, when same are not in use, and the right to do and perform any and all other acts reasonably necessary and ordinarily required in the operation of an orange grove.

11. Any use heretofore permitted to be made of the surface of said right of way strip by the Grantor or Grantor's heir or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

12. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud pump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

13. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

14. The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument this 7 day of July, 1967.

Witness:

Gregory C. Niel

Lawrence A. Whitesides
 Lawrence A. Whitesides

CONTROL NO.		FRAME NO.
26507	07-02-84	64-R132

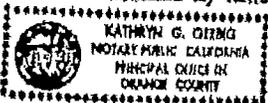
Right of Way Easement
 Lawrence A. Whitesides, to
 Southern California Edison Company, a corp.
 Serial No. 36675A

BOOK 6778 PAGE 430

STATE OF CALIFORNIA
 COUNTY OF Orange ss.

On this 9th day of January, 1967, before me, a Notary Public in and for said County and State, personally appeared Lawrence A. Whitesides, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



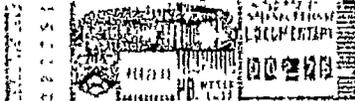
Kathryn G. Ozing
 Notary Public in and for said
 County and State

STATE OF CALIFORNIA
 COUNTY OF _____ ss.

On this _____ day of _____, 1967, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of _____ State of California, that he was present and saw Lawrence A. Whitesides, personally known to him to be the same person described in and whose name is subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such person acknowledged to said affiant that he executed the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS my hand and official seal.

Notary Public in and for said
 County and State



CONTROL NO. 26507 FRAME NO. DATE 06/06/84 ROLL NO. 84-R117

265232

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHICH RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P.O. BOX 351,
LOS ANGELES, CALIFORNIA 90032

RECORDED AT REQUEST OF
Title Insurance and Trust Company
AUG 5 1988 11 8 A.M.

BOOK 6674 PAGE 969

OFFICIAL RECORDS
San Bernardino County, Calif.
Ted K. Rappaport
Recorder

INDEXED

RIGHT-OF-WAY EASEMENT
(INDIVIDUAL)

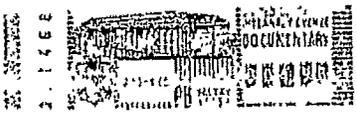
THE UNDERSIGNED, JACK WILDER WILBY and RUTH N. WILBY, husband and wife,

hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences); and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned; in, under, on, over, along and across

a strip of land, hereinafter referred to as "right of way strip", in the County of San Bernardino, State of California, described as follows:

The East 150 feet of Lot 10 of the Draw and Crawford Subdivision, as per map recorded in Book 8, page 67 of Maps of said San Bernardino County.

RECORDED AS TO RECEIPT BY PUBLIC RECORDS DIVISION BY 7782 DATE 06/06/84 INTEREST BY A LAY DEED. REC. 2014



(*)
(*)

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FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	06/08/84	84-F112

AGW 6674 PAGE 970

601

2. Grantee shall have the right to use existing roads and to make such additions thereto, on lands of Grantor adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to relinquish any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.
3. Grantor reserves for Grantor and Grantor's heirs and assigns, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, aprons (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.
4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.
5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.
6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.
7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric line, but at no point outside of said right of way strip to a height of less than 50 feet.
8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a nuisance or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.
9. Grantor also hereby grants to Grantee, its successors and assigns, the right to lay, construct, reconstruct, use, maintain, operate, repair, replace, renew, change the size of, increase the number of and remove, at any time and from time to time, pipelines and appurtenances thereto, for the transportation of oil, petroleum gas, water, or other substances, over, through, under, or along said above described right of way strip, together with the right to use all means of ingress to and egress from said right of way strip as hereinabove set forth, for the purpose of exercising any or all of the rights in this paragraph granted.
10. Where said right of way strip is under cultivation, said pipelines shall be laid so that the tops thereof shall be at least 10 inches below the surface of the ground, Grantee agrees to pay for any damage to Grantor's crops, vines, or fences which may be caused by Grantee hereunder, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.
11. Any use hereinabove permitted to be made of the surface of said right of way strip by the Grantor or Grantor's heirs or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.
12. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.
13. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.
14. The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.
15. Anything herein contained to the contrary notwithstanding, it is hereby specifically understood and agreed between the Grantor and Grantee as follows:
That the orange trees other than those to be removed, shall remain the property of the Grantor, and that Grantor may continue to

CONTROL NO.	FRAME NO.	DATE	ROLL NO.
26507	06/06/84	84-R117	

BOOK 8674 PAGE 971

farm the area occupied by the remaining trees in the same manner as the same has been heretofore farmed; that such right shall include, but shall not be limited to, the right to enter upon such area with a spray rig for the purpose of spraying said orange trees, the right to use smudge pots for frost protection in the area, including the right to store smudge pots containing smudge oil under the trees, when same are not in use, and the right to do and perform any and all other acts reasonably necessary and ordinarily required in the operation of an orange grove.

IN WITNESS WHEREOF, Grantor has executed this instrument this 3rd day of June, 1986

Witness:

Jack C. Allison Jack Wilder Willey
Jack C. Allison Walter N. Willey

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, }
COUNTY OF SAN BERNARDINO }

On this 3rd day of June, 1986, before me, Jack Wilder Willey and Walter N. Willey, Notary Public in and for said County and State, personally appeared Jack Wilder Willey and Walter N. Willey

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Notary Public in and for said County and State.

WITNESS ACKNOWLEDGMENT

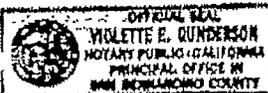
STATE OF CALIFORNIA, }
COUNTY OF SAN BERNARDINO }

On this 3rd day of June, 1986, before me, Violetta E. Gunderson, Notary Public in and for said County and State, personally appeared Jack D. Allison

personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of San Bernardino, State of California, that he was present and saw Jack Wilder Willey and Walter N. Willey

personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such person(s) acknowledged to said witness that he (she) (they) executed the same, and that he, the witness, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.



Violetta E. Gunderson
Notary Public in and for said County and State.

My Commission Expires July 5, 1989.

DRS 1214-10M-4-82

MICROFILMED

35

RECORDED AT REQUEST OF
Title Insurance and Trust Company
SEP 27 1966 at 8 A.M.

BOOK 6702 PAGE 448

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

BOOK 6702 PAGE 448

OFFICIAL RECORDS
San Bernardino County, Calif.

Jed A. Caspary
Recorder

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 351
LOS ANGELES 53, CALIF.
ATTENTION - R/W & LAND DEPT.

2/20/66
OK

35

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT OF WAY EASEMENT

520 SEP 27 1966

THE UNDERSIGNED, EARL STEPHEN NICKS and ELIZABETH KENT NICKS, husband and wife, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned in, under, on, over, along, and across a strip of land 150 feet wide, hereinafter referred to as right of way strip, lying within that certain real property of the Grantor in the County of San Bernardino, State of California, described as follows:

APPROVED AS TO DESCRIPTION
BY RECORDER, REC. BY 12460
I.O. 10574
FENC. 2914

That portion of the Northwest quarter of the Southwest quarter of Section 31, Township 1 South, Range 3 West, San Bernardino Base and Meridian, lying North of the centerline of that certain road (Beaumont Road) conveyed to the County of San Bernardino by deed recorded in Book 874, page 318 of Deeds in the office of the County Recorder of said San Bernardino County, the centerline of said Beaumont Road being described as follows:

Right of Way Easement
Earl Stephens Nicks, et ux., to
Southern California Edison Company, a corp.
Serial No. 35918A

BOOK 6702 PAGE 449

Beginning at a point on the West line of said Section, 1287 feet South of the Northwest corner of said Section; thence South $67^{\circ} 00' 00''$ East, 425.8 feet; thence South $84^{\circ} 45' 00''$ East to the East line of said Northwest quarter.

EXCEPTING THEREFROM the 20 foot strip of land North of the centerline of said Beaumont Road.

ALSO EXCEPTING THEREFROM a 32 foot strip of land off the West side of said real property of the Grantor.

Said right of way strip being described as follows:

The East 150 feet of that portion of the Northwest quarter of the Southwest quarter of said Section 31, lying Northerly of the North line of said Beaumont Road, 40 feet wide.

2. Grantee shall have the right to use existing roads and to make such additions thereto, on lands of Grantor adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed, which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

3. Grantor reserves for Grantor and Grantor's heirs and assigns, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with

Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.

7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside of said right of way strip to a height of less than 50 feet.

8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.

9. Grantee agrees to pay for any damage to Grantor's crops, vines, or fences which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

10. Any use hereinabove permitted to be made of the surface of said right of way strip by the Grantor or Grantor's heirs or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

11. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

Right of Way Easement
Earl Stephens Nicks, et ux., to
Southern California Edison Company, a corp.
Serial No. 35918A

12. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

13. The terms, covenants and conditions of this Right of Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

14. Anything herein contained to the contrary notwithstanding, IT IS HEREBY SPECIFICALLY UNDERSTOOD AND AGREED between the Grantor and Grantee as follows:

That the orange trees other than those to be removed, shall remain the property of the Grantor, and that Grantor may continue to farm the area occupied by the remaining trees in the same manner as the same has been heretofore farmed; that such right shall include, but shall not be limited to, the right to enter upon such area with a spray rig for the purpose of spraying said orange trees, the right to use smudge pots for frost protection in the area, including the right to store smudge pots containing smudge oil under the trees, when same are not in use, and the right to do and perform any and all other acts reasonably necessary and ordinarily required in the operation of an orange grove.

35

IN WITNESS WHEREOF, Grantor has executed this instrument this 8th day of September, 1966.

WITNESS: R.H. Long Earl Stephens Nicks
Earl Stephens Nicks

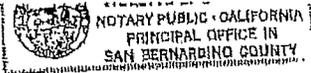
WITNESS: R.H. Long Elizabeth Kent Nicks
Elizabeth Kent Nicks

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On this _____ day of _____, 1966, before me, a Notary Public in and for said County and State, personally appeared Earl Stephens Nicks and Elizabeth Kent Nicks, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Public in and for said
County and State



MY COMMISSION EXPIRES July 5, 1967



265992

FORM HW 141 REV. MM 11-52 S.C.E. CO.

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO } ss.

On this 8th day of September 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. H. Long known to me to be the person whose name is subscribed to the within instrument as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in Riverside County and that he was present and saw EARL STEPHEN NICKS and ELIZABETH KENT NICKS

personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the within and annexed instrument as the Parties thereto, execute and deliver the same, and they acknowledged to said affiant that he (she) (they) executed the same; and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.

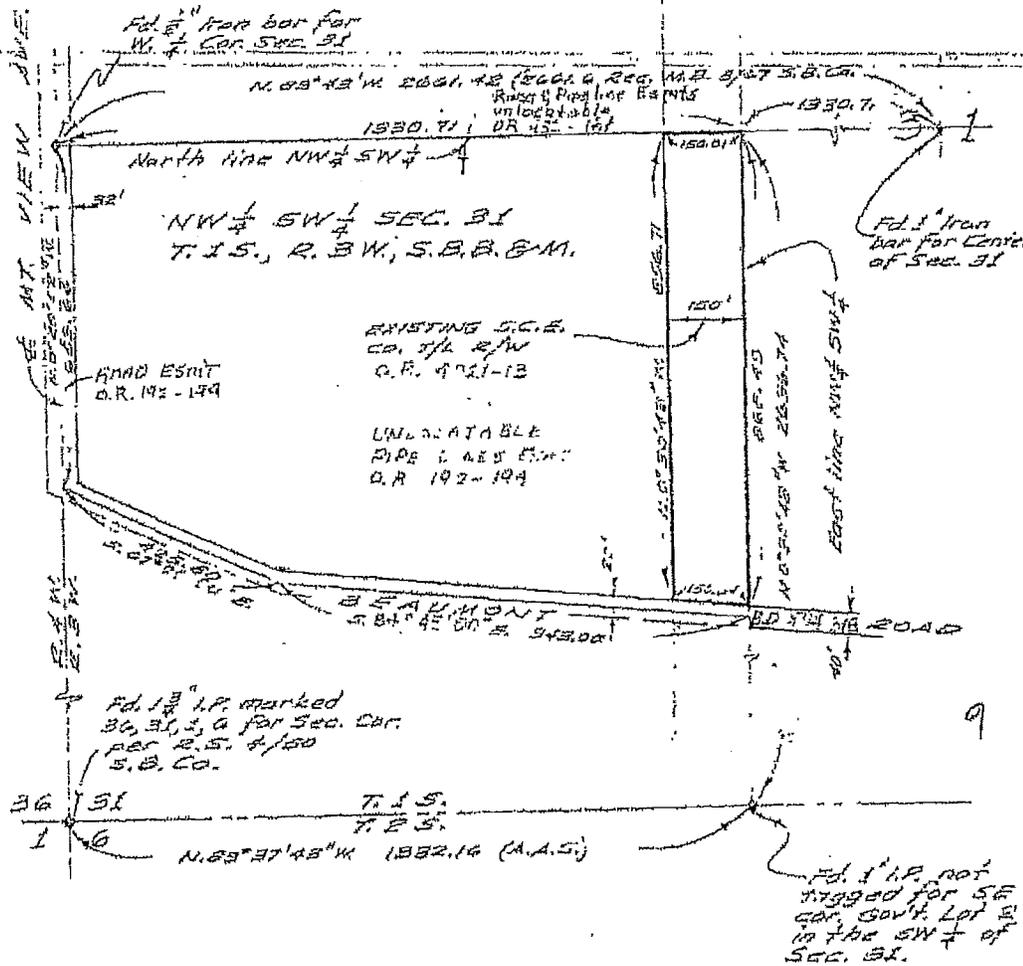
(Witness)

OFFICIAL SEAL
VINIFER E. GUNDERSON

Vinifere E. Gunderson
Notary Public in and for said County and State

265992

SCALE 1" = 300'



THIS PRINT IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE MADE A PART OF ANY INSTRUMENT.

JULY 1, 1985
M. B. Edno-Dut-156
J. O. JOSS

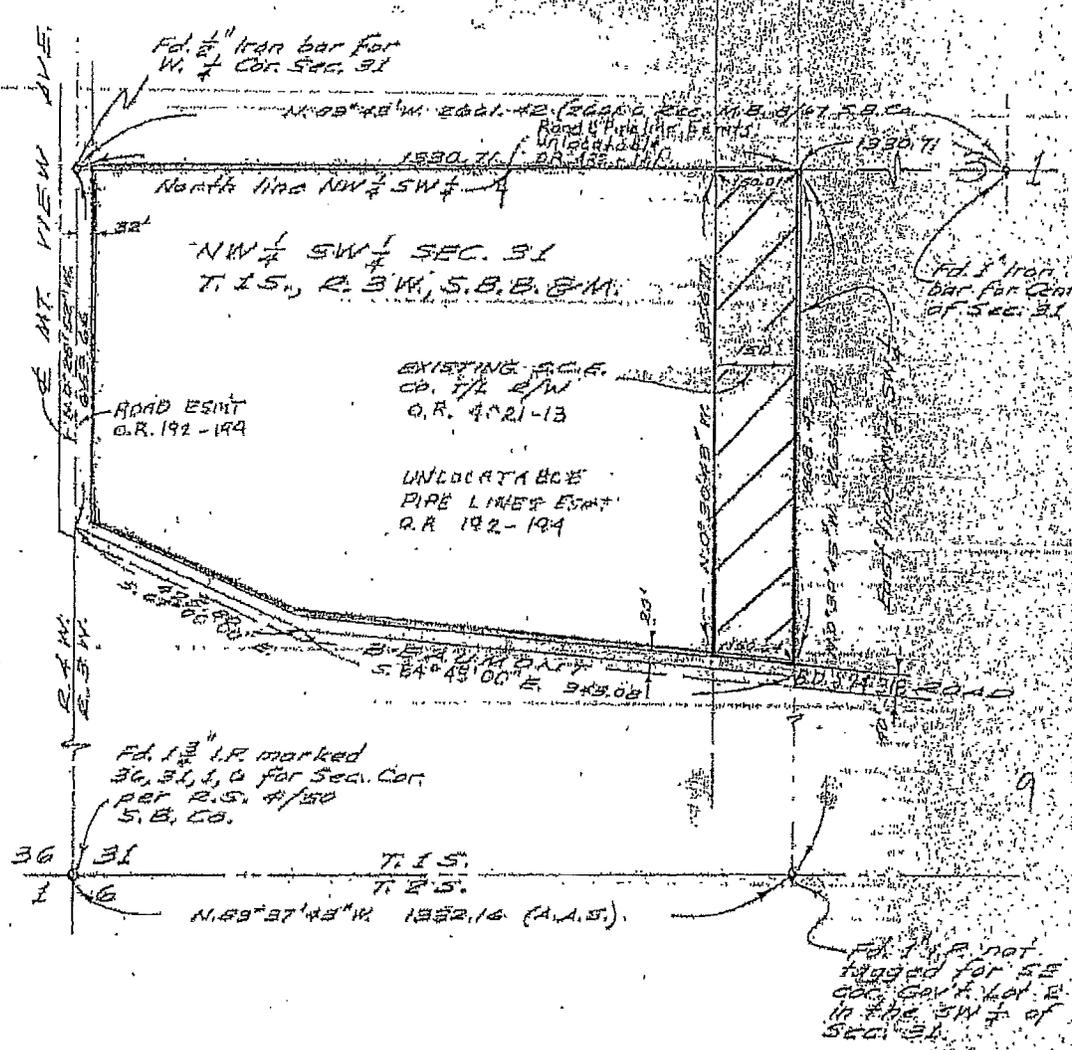
- LANDS OF EARL S. NICKS AND ELIZABETH K. NICKS
- PROPOSED SOUTHERN CALIFORNIA EDISON CO. T/L RIGHT OF WAY

SAN BERNARDINO SUPERVISOR J. O. JOSS
 COUNTY OF SAN BERNARDINO, CALIFORNIA
 LOCATION OF TRANSMISSION LINE
 RIGHT OF WAY WITHIN THE LANDS OF
 EARL S. NICKS AND ELIZABETH K. NICKS
 SAN BERNARDINO COUNTY, CALIFORNIA
 SOUTHERN CALIFORNIA EDISON CO.



35918A

26599



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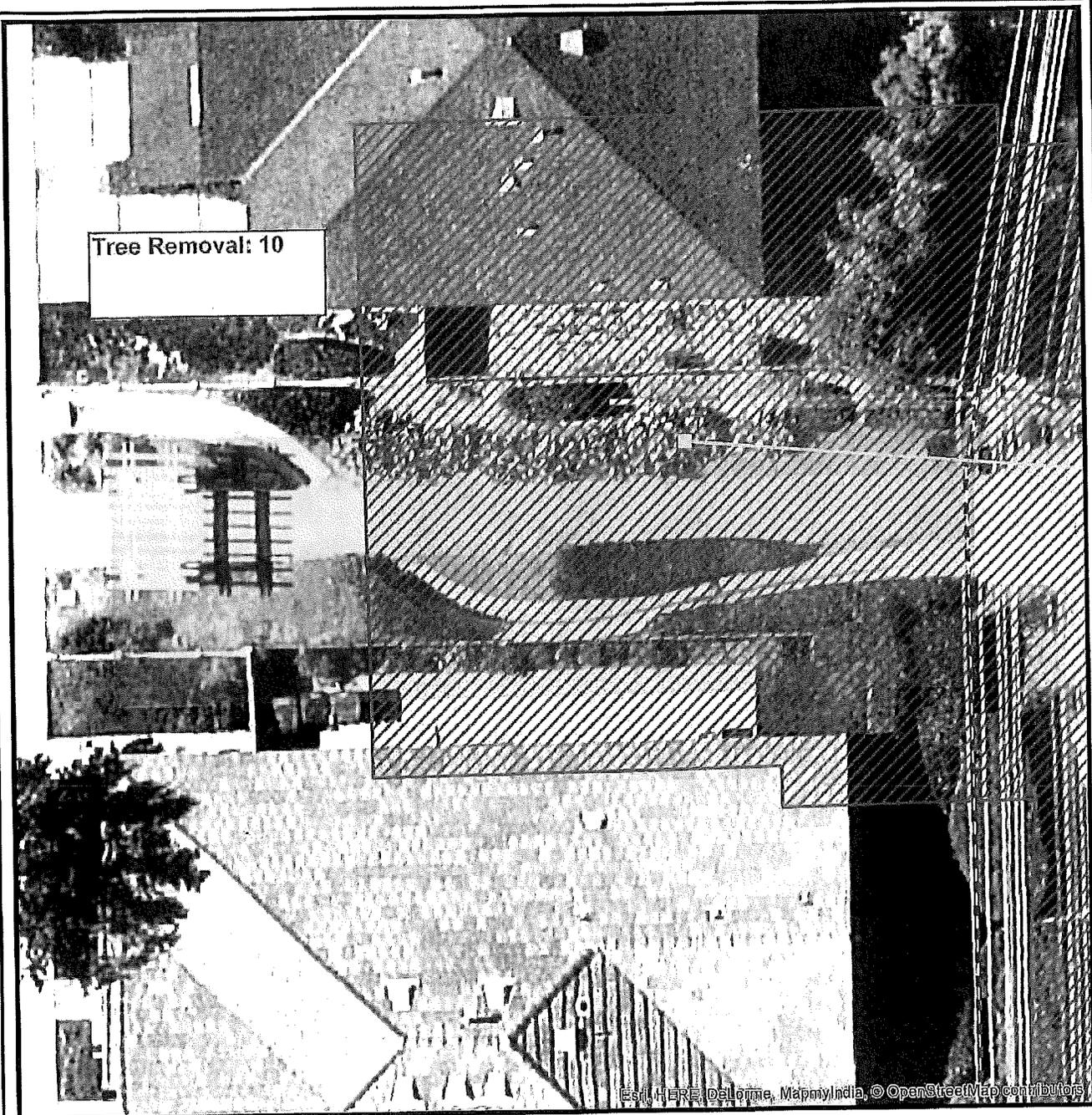
JULY 2, 1925 M. S. Bano-Out-256

- LANDS OF EARL S. NICKS AND ELIZABETH K. NICKS
- PROPOSED SOUTHERN CALIFORNIA EDISON CO. 7 1/2" RIGHTS OF WAY

SAN BERNARDINO COUNTY, CALIFORNIA
 LOCATION OF TRANSMISSION LINE RIGHTS OF WAY WITHIN THE LANDS OF EARL S. NICKS AND ELIZABETH K. NICKS
 SAN BERNARDINO COUNTY, CALIFORNIA

BASE MAP 72255 SER. 35918A

SOUTHERN CALIFORNIA EDISON CO.



Tree Removal: 10

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

Legend

- Temporary Structure
- Temporary Line
- ROW
- Tree Removal Areas
- Parcel Boundary

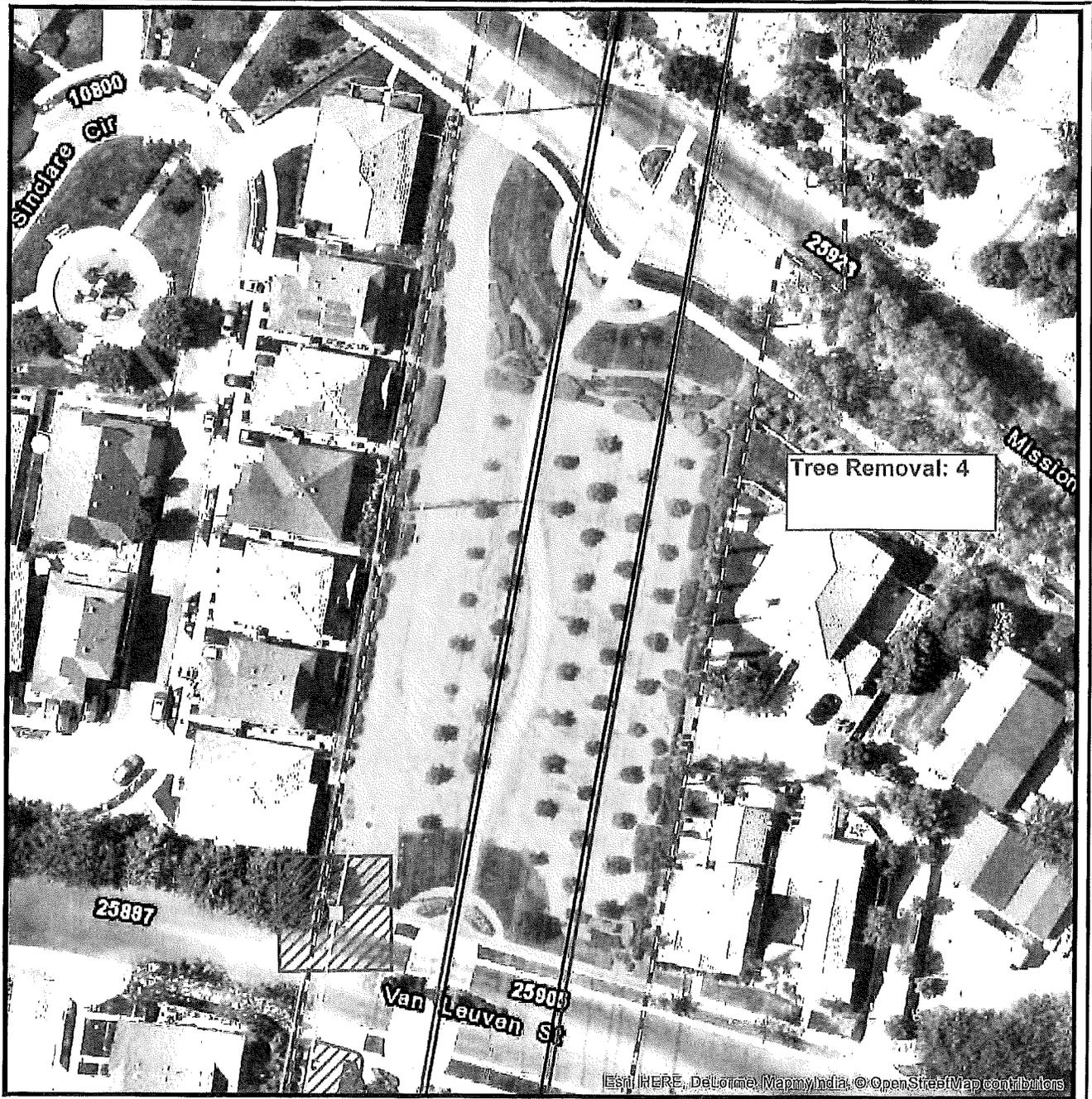


1 Inch = 11 feet
 0 2.25 4.5 9
 Feet

EXHIBIT A

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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0292-561-22	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS: LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT		 SOUTHERN CALIFORNIA EDISON <small>An EDISON INTERNATIONAL Company</small>	
GIS MAPPER: J. LE			
		DATE: 11/2/2017	



Legend

- Temporary Structure
- Proposed Line
- Temporary Line
- Existing Line
- ROW
- Tree Removal Areas
- Parcel Boundary

EXHIBIT A



1 inch = 62 feet
 0 12.5 25 50
 Feet

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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0292-551-37	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS.: 10943 RAGSDALE RD LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT		 SOUTHERN CALIFORNIA EDISON <small>An EDISON INTERNATIONAL Company</small>	
GIS MAPPER: J. LE			
		DATE: 11/2/2017	



Legend

- Temporary Structure
- Proposed Structure
- Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ROW
- Tree Removal Areas
- Parcel Boundary

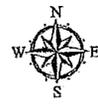


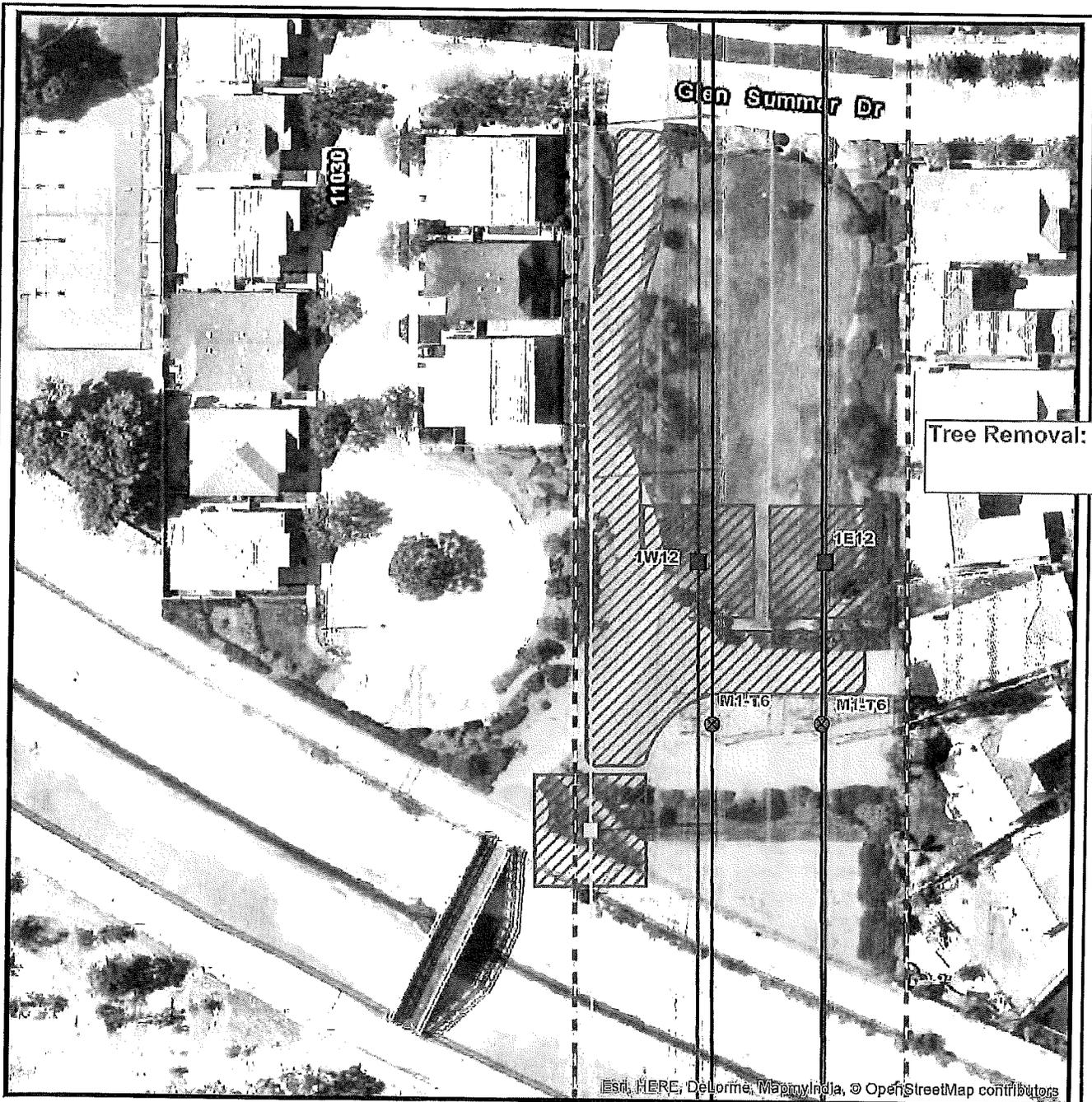
EXHIBIT A

1 inch = 121 feet
 0 25 50 100
 Feet

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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0292-561-20	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS: LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT		 SOUTHERN CALIFORNIA EDISON <small>AN EDISON INTERNATIONAL Company</small>	
GIS MAPPER: J. LE			
		DATE: 11/2/2017	

Path: P:\PROJECTS\MPO_Projects\West of Devers Project\WOD\Map\Exhibit\WOD_Exhibits_TreeRemoval_20171102_Seg1.mxd Date: 11/2/2017



Tree Removal: 3

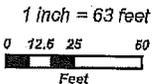
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

Legend

- Temporary Structure
- Proposed Structure
- ⊗ Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ▤ ROW
- ▨ Tree Removal Areas
- ▭ Parcel Boundary



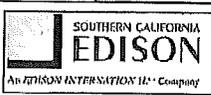
EXHIBIT A

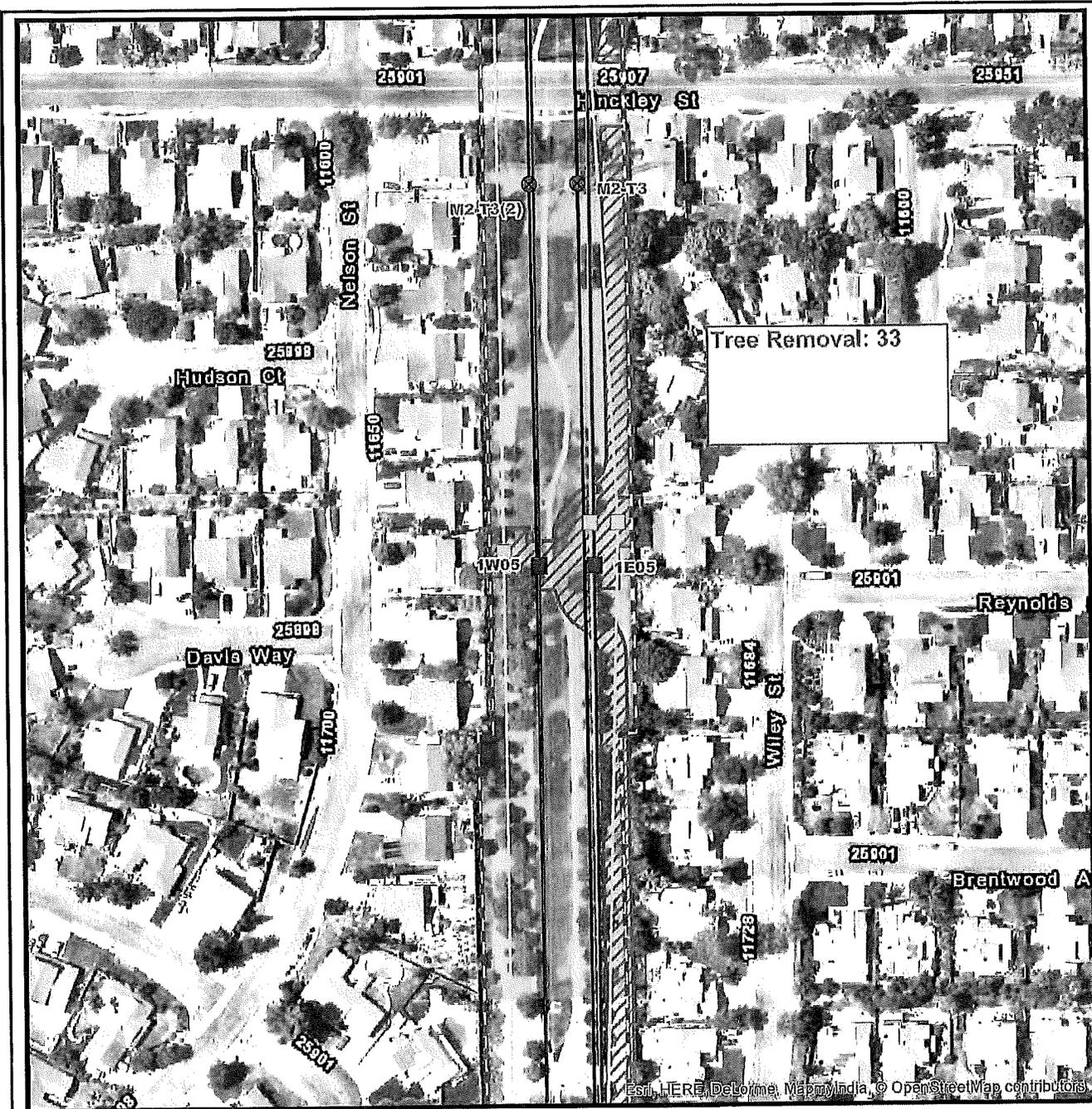


PRELIMINARY DESIGN SUBJECT TO CHANGE

Features depicted herein are planning level accuracy, and intended for informational purposes only. Distances and locations may be distorted at this scale. Always consult with the proper legal documents or agencies regarding such features. © Real Properties, GIS Mapping.

PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0292-571-20	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY.: LOMA LINDA	
ADDRESS.: LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT			
GIS MAPPER: J. LE			
		DATE: 11/2/2017	





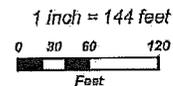
Esri, HERE, DeLorme, Mapbox, OpenStreetMap contributors

Legend

- Temporary Structure
- Proposed Structure
- Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ROW
- Tree Removal Areas
- Parcel Boundary

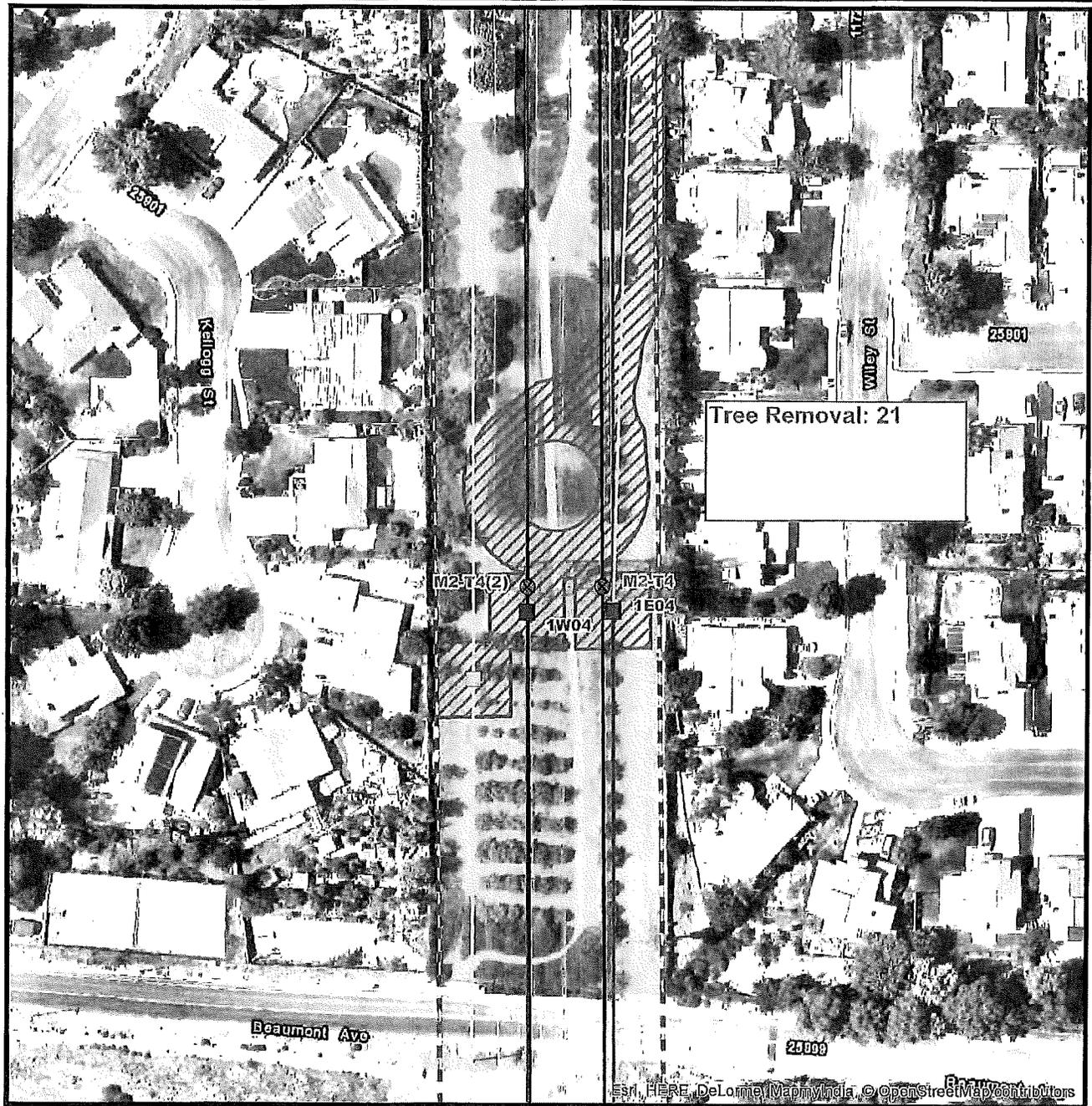


EXHIBIT A



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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0293-211-30	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS.: HINCKLEY ST LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT			
GIS MAPPER: J. LE			
		DATE: 11/2/2017	

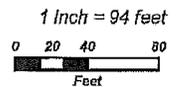


Legend

- Temporary Structure
- Proposed Structure
- ⊗ Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ▤ ROW
- ▨ Tree Removal Areas
- ▭ Parcel Boundary

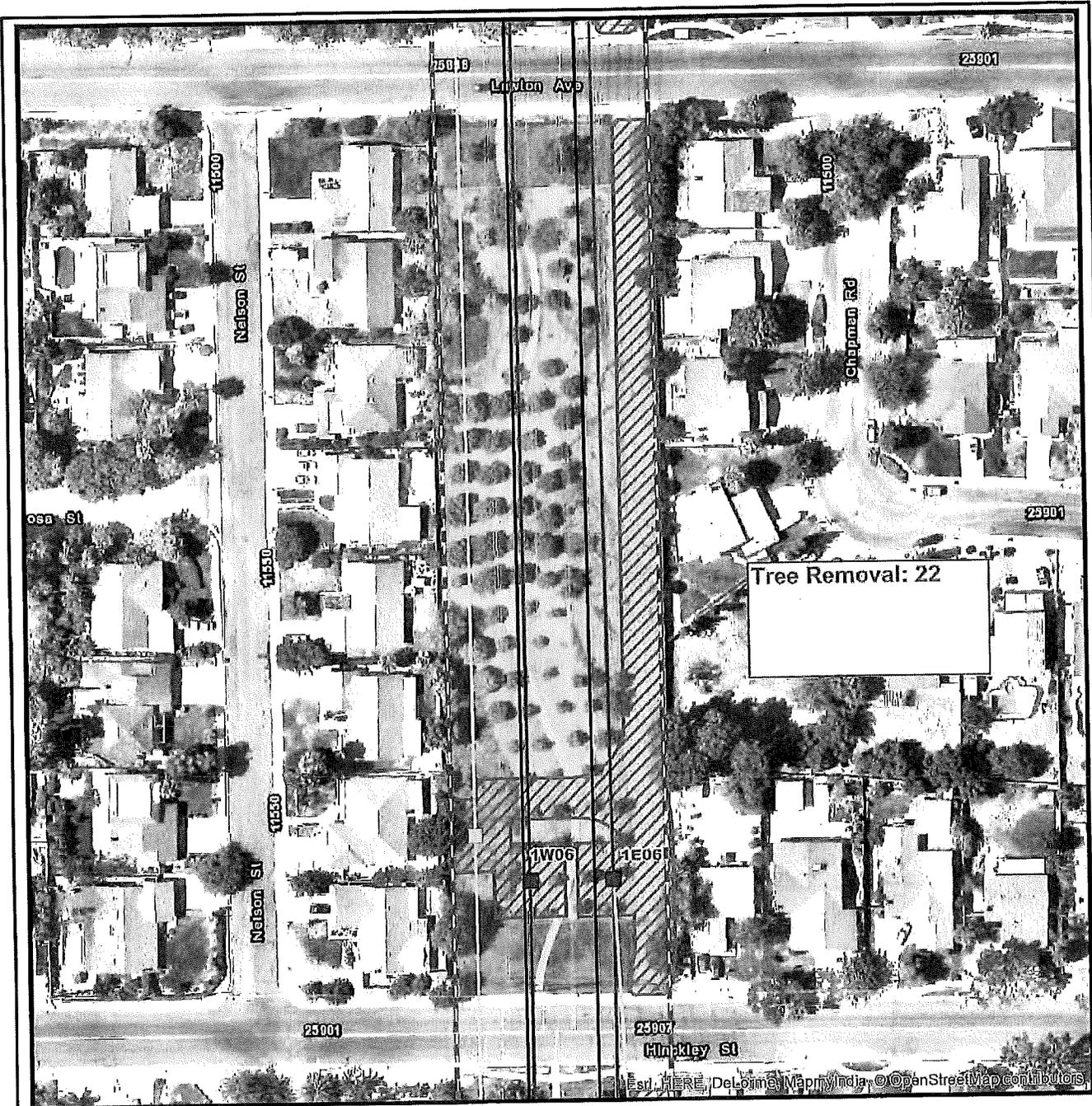


EXHIBIT A



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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0293-221-50	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS: HINCKLEY ST LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT			
GIS MAPPER: J. LE			
		DATE: 11/2/2017	

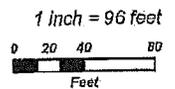


Legend

- Temporary Structure
- Proposed Structure
- Proposed Line
- Temporary Line
- Existing Line
- ROW
- Tree Removal Areas
- Parcel Boundary

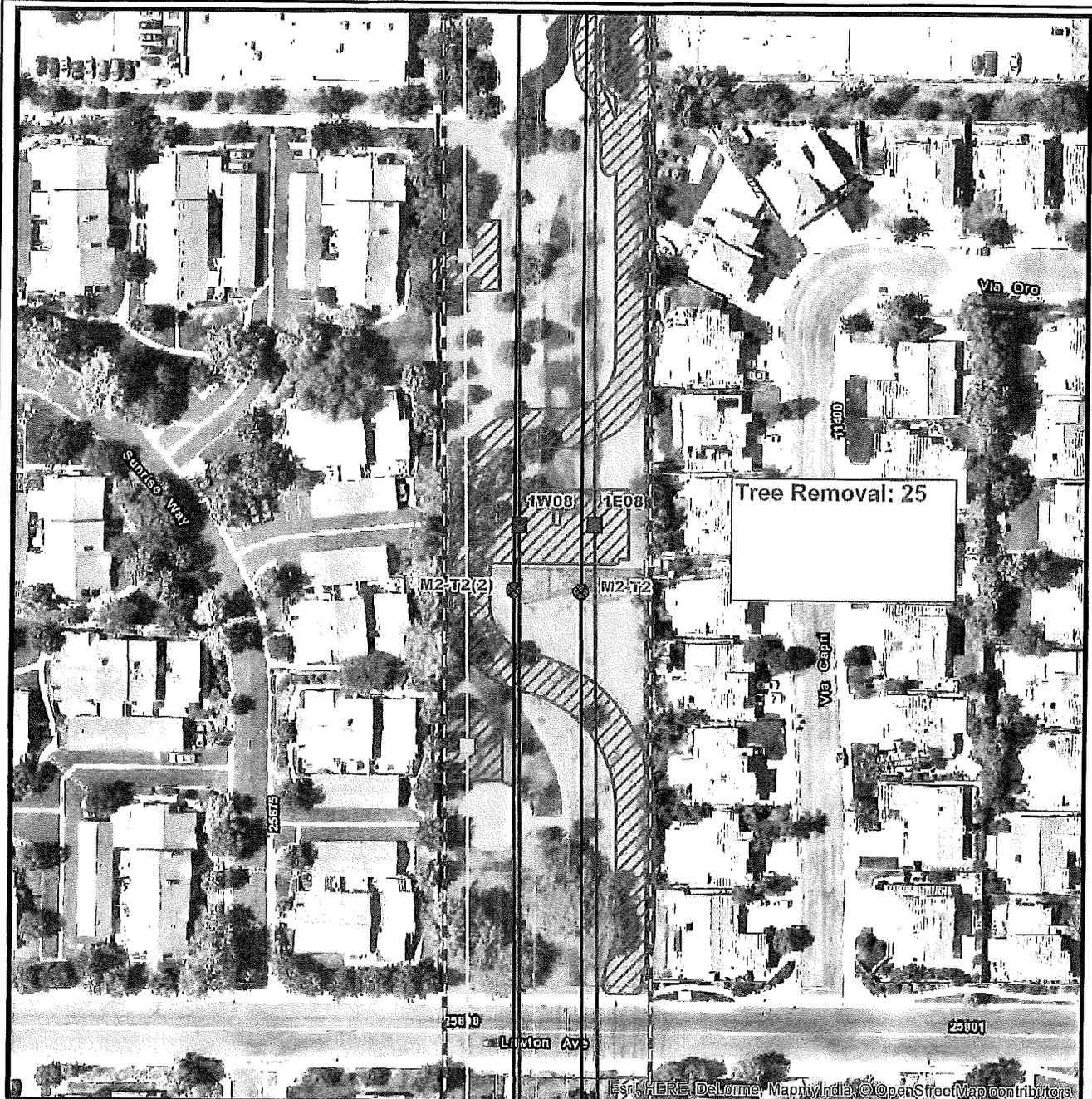


EXHIBIT A



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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0293-241-63	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS.: LAWTON ST LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT		 <small>An EDISON INTERNATIONAL Company</small>	
GIS MAPPER: J. LE			
		DATE: 11/2/2017	

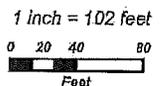


Legend

- Temporary Structure
- Proposed Structure
- ⊗ Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ▭ ROW
- ▨ Tree Removal Areas
- ▭ Parcel Boundary

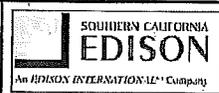


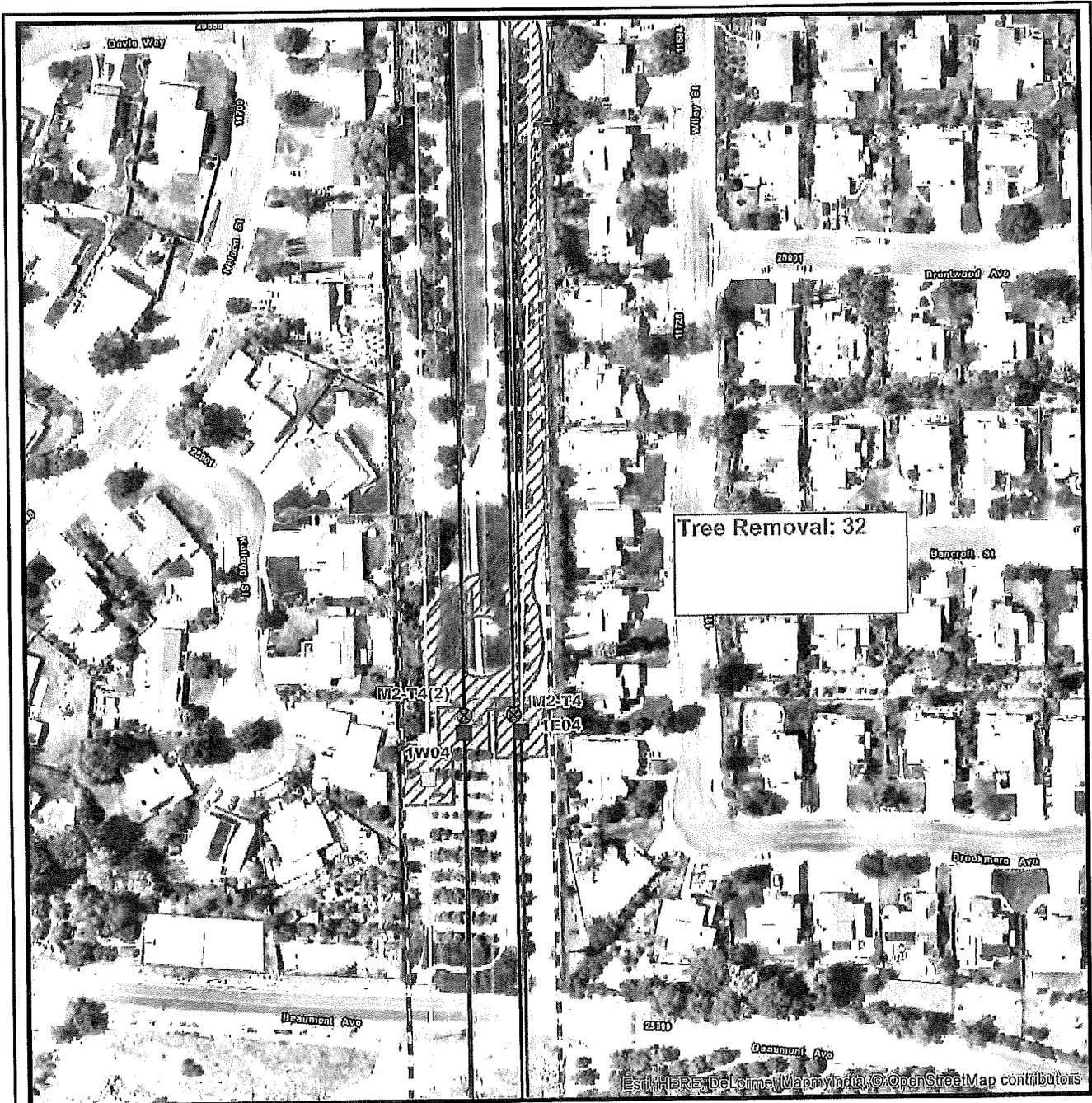
EXHIBIT A



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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0293-272-71	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS.: LAWTON ST LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT			
GIS MAPPER: J. LE			
		DATE: 11/2/2017	



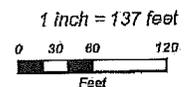


Legend

- Temporary Structure
- Proposed Structure
- ⊗ Remove Structure
- Proposed Line
- Temporary Line
- Existing Line
- ▨ ROW
- ▨ Tree Removal Areas
- ▨ Parcel Boundary



EXHIBIT A



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PROJECT NAME: WEST OF DEVERS PROJECT		PROPERTY NO.: 0293-341-49	
PROPERTY OWNER: CITY OF LOMA LINDA		CITY: LOMA LINDA	
ADDRESS.: BEAUMONT AVE LOMA LINDA CA 92354		COUNTY: SAN BERNARDINO	STATE: CA
R.P. AGENT: A. BARRETT			
GIS MAPPER: J. LE			
		DATE: 11/2/2017	



City of Loma Linda Official Report

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

COUNCIL AGENDA: March 13, 2018
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Jeff Bender, Fire Chief *Bender*
SUBJECT: Dispatch Services For Parking Control

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the agreement between the City and the San Bernardino County Sheriff's Department for Dispatch Services related to the Parking Control Officer.

BACKGROUND

The Parking Control Officer (PCO) patrols the City's parking zones and handles parking issues and violations throughout the City. Currently the PCO is not monitored for status or location by a dispatch center. Historically when assistance or back-up is needed, the PCO telephones back to the civic center who then calls Sheriff's Dispatch. The PCO is currently unable to directly query computerized data banks for information required when towing a vehicle. Instead the officer makes contact with third party resources that do have access to needed information and requests it from them.

ANALYSIS

The current system by which the PCO communicates lacks sufficient provisions for officer safety. Having a law enforcement dispatch center monitor the status, location and actions of the PCO as well as directly receive requests for back-up assistance would significantly enhance officer safety. The work around that the PCO has developed to acquire needed information from the computer data bases is in direct conflict with confidentiality practices of those data bases. The proposed agreement would give the PCO direct access to data bases for required information and within appropriate confidentiality standards.

FISCAL IMPACT

Appropriate into expenditure account 01-2060-1830, Contractual Agreements, \$4,000 for the last quarter of the fiscal year. The annual contract cost for PCO Dispatch Services is \$15,924 and will be added annually during the budget process.



,Contract Number

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Robert O'Brine, Sheriff's Captain
Telephone Number	(909) 387-0640
Contractor	City of Loma Linda, Department of Public Safety, Parking Enforcement Division (hereinafter called CONTRACTOR)
Contractor Representative	T. Jarb Thaipejr, City Manager
Telephone Number	(909) 799-2850
Contract Term	04/01/18 – 06/30/20
Original Contract Amount	\$3,981 (2017-18)
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	4430001000

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the COUNTY provides dispatch services throughout the geographical boundaries of the County of San Bernardino; **AND**

WHEREAS, the CONTRACTOR desires to contract with the COUNTY for dispatch services within the territorial boundaries of the CONTRACTOR;

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

COUNTY, through the San Bernardino County Sheriff's Department (hereinafter referred to as "SHERIFF"), shall provide emergency dispatching for the CONTRACTOR during the term of this contract.

A.1 Dispatch services provided by SHERIFF for the CONTRACTOR shall be as follows:

- A.1.1** Operate and monitor radio and communications equipment in accordance with FCC Regulations.
- A.1.2** Monitor the location and status of field units.
- A.1.3** Assign back-up assistance as warranted for field personnel.
- A.1.4** Receive radio calls and inquiries from personnel, input information, and archive records.
- A.1.5** Query and/or research computerized data banks for information requested, as applicable for non-law enforcement contractors.

- A.1.6** Operate the Computer Aided Dispatch (CAD) system, Central Name Index (CNI), California Law Enforcement Telecommunications System (CLETS), and National Crime Information Center (NCIC) system.
- A.1.7** Provide assistance and make phone calls at the request of field units for tows, notifications, etc.
- A.1.8** Track calls for statistical purposes.

A.2 Emergency dispatch services shall be provided by SHERIFF for the CONTRACTOR from 0800 to 1700 hours, Monday through Friday, excluding holidays. Any dispatching services provided outside of standard operations requiring additional resources will be compensated at the overtime rate. CONTRACTOR shall provide a schedule for planned special operational events.

A.3 Attendance by SHERIFF's representative at meetings of the CONTRACTOR and such other meetings as necessary in carrying out services under this Agreement.

A.4 The services provided by the COUNTY hereunder shall include all equipment (including repairs hereto or depreciation thereon), supplies, communications, administration, labor, vacation and sick leave, any COUNTY retirement contributions, travel expenses, and all other services, obligations, or expenditures necessary or incidental to the performance of the duties to be performed by the SHERIFF under the terms of this contract. Notwithstanding the foregoing, in all instances where special supplies, stationary, notices, forms, and the like are to be issued in the name of the CONTRACTOR and approved by the SHERIFF, the same shall be supplied by the CONTRACTOR at its own cost and expense.

B. STANDARDS OF PERFORMANCE

B.1 The standards of performance, the methods of performance, the discipline and control of personnel, the determination of proper dispatching practices and procedures, and all other matters incidental to the manner of performance of services by SHERIFF hereunder shall be determined by the SHERIFF at his sole discretion. The responsibility of SHERIFF and of COUNTY to CONTRACTOR hereunder shall be to provide, as an independent contracting agency, effective dispatching at the level herein contracted for, and the CONTRACTOR shall not have the right to determine or direct the manner or means of the performance.

B.2 All persons directly or indirectly employed by COUNTY in the performance of the services and functions to be provided to the CONTRACTOR hereunder, shall be employees of the COUNTY, and no COUNTY employees shall be entitled to CONTRACTOR's pension, civil service, or other status or right.

B.3 CONTRACTOR shall have the right, at any time and from time to time, during the term of this contract to request a higher level of dispatching than that herein contracted for, and within a reasonable time after such requests, COUNTY shall provide such additional personnel as may be required. Adjustment of contracted costs may be necessary.

B.4 To facilitate the performance of services hereunder by COUNTY, the CONTRACTOR, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

B.5 SHERIFF shall designate a representative to work directly with and provide liaison to the CONTRACTOR. The SHERIFF's representative shall make reports as may be appropriate as determined by the SHERIFF, with respect to dispatching services provided to CONTRACTOR.

B.6 CONTRACTOR shall require each of the CONTRACTOR's employees requiring radio access to complete and sign the applicable SHERIFF forms pertaining to Non-Law Enforcement Contractors, indicating full understanding and compliance and store in employees' personnel file, available to

SHERIFF upon request. The listed forms are presented as Exhibits and are attached hereto and incorporated herein by reference:

B.6.1 Exhibit A: Radio Communications Access Terms for Non-Law Enforcement Contractors.

B.6.2 Exhibit B: Notice of Confidentiality of Department Information for Non-Law Enforcement Contractors.

B.6.3 Exhibit C: Expectations and Prohibited Duties of Non-Law Enforcement Radio Operators.

C. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing upon April 1, 2018 and ending on June 30, 2020. Notwithstanding the foregoing, this Agreement may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least ninety (90) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

D. FISCAL PROVISIONS

D.1 CONTRACTOR shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice CONTRACTOR for the cost of services quarterly in arrears, plus overtime, if any. SHERIFF shall submit a quarterly invoice including any overtime generated during the previous quarter for hours of service outside of this Agreement, outlined in the Scope of Services provision. Payment shall be due within forty-five (45) days from the date of each invoice.

D.2 Schedule A reflects the rates in effect at the Execution of this Agreement. SHERIFF shall have the right to adjust the Agreement rates annually and any subsequent rate change(s) shall become effective on July 1 of the COUNTY fiscal year (July 1 through June 30). Such rate change(s) is affected by the service provided during the prior year and increased labor costs from Memorandum of Understanding changes. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule A, which shall be signed by CONTRACTOR and returned to SHERIFF.

D.3 If a change in service level is requested or required during the fiscal year, SHERIFF shall provide a revised Schedule A, incorporating such changes, which shall be signed by CONTRACTOR and returned to SHERIFF. CONTRACTOR's subsequent invoice shall be adjusted in accordance with the rate change(s).

D.4 COUNTY reserves the right to reduce the level of dispatching services resulting from labor relations actions and CONTRACTOR's obligation to pay COUNTY shall be reduced for services not performed for that reason.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The CONTRACTOR indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

E.2 Insurance

Both CONTRACTOR and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. CONTRACTOR and COUNTY warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

E.3 Waiver of Subrogation Rights

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

F. NOTICES

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

San Bernardino County Sheriff's Dept.
Bureau of Administration 010
655 East Third Street
San Bernardino, CA 92415-0061
Fax Number: (909) 387-3444

City of Loma Linda
Department of Public Safety, Parking Enforcement Division
25541 Barton Road
Loma Linda, CA 92354-3125

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

G. AUTHORITY

The SHERIFF of San Bernardino County shall have the right to exercise the COUNTY's authority under this Agreement including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

H. AGREEMENT AUTHORIZATION

The CONTRACTOR warrants and represents that the individual signing this Agreement is a properly authorized representative of the CONTRACTOR and has the full power and authority to enter into this Agreement on the CONTRACTOR's behalf.

I. ENTIRE AGREEMENT

This Agreement, consisting of five (5) pages, Schedule A, and Exhibits A, B and C, is attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein.

[With the exception of signatures, this page is intentionally left blank].

BOARD OF SUPERVISORS

▶ _____
Robert A. Lovingood, Chairman, Board of Supervisors

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

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

By _____
Deputy

City of Loma Linda

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

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 25541 Barton Road

Loma Linda, CA 92354-3125

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Richard D. Luczak, Deputy County Counsel
Date 2/6/18

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Robert O'Brine, Sheriff's Captain
Date _____

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE A

**EMERGENCY DISPATCH SERVICES
CITY OF LOMA LINDA
DEPARTMENT OF PUBLIC SAFETY
PARKING ENFORCEMENT DIVISION
FY 2017-18 ***

ANNUAL SERVICE FEE

Salary and Benefits:

0.10	Dispatcher (\$102,345 x 10%)	\$10,235
	County Indirect Cost:	\$5,689

ANNUAL COST: \$15,924

FOURTH QUARTER 2017-18 COST: \$3,981

OVERTIME

Overtime will be billed in arrears at a rate of \$46.12 per hour *

* The fees on this Schedule are for fiscal year 2017-18 only, are subject to Memorandum of Understanding changes approved by the County Board of Supervisors, and will be annually reviewed and adjusted accordingly.



San Bernardino County Sheriff's Department

EXHIBIT A

RADIO COMMUNICATIONS ACCESS TERMS FOR NON-LAW ENFORCEMENT CONTRACTORS

The following requirements selected by checkmark shall be met by the contractor prior to radio communications equipment being issued to designated personnel under this agreement:

In compliance with the DOJ *CLETS Policies, Practices and Procedures (PPPs)*:

- Livescan performed under Sheriff's ORI
- Employee signed "*CLETS Employee/Volunteer Statement*" form
- Certificate of completion of the mandated 4 hour CLETS training for practitioners
- Agency signed "*Release of Information From the California Law Enforcement Telecommunications System*" with supporting documentation

In compliance with the Sheriff's Department recommendations:

- Certificate of completion of the Radio communications course
- Certificate of completion of the Citizens on Patrol (COP) 40 hour Academy
- Certificate of completion of the PC832 coursework
- Employee signed "*Notice of Confidentiality of Department Information*"
- Employee signed "*Orientation Form*"
- 24 hour city contact number in the event of emergencies
- Complete employee roster

The following requirements must be met in accordance with the DOJ *CLETS PPPs* and Sheriff's Department recommendations to maintain ongoing access:

- Biennial CLETS Recertification
- "*Release of Information From the California Law Enforcement Telecommunications System*" to be updated triennially or in the event of any change of agency head
- Complete employee roster to be re-submitted annually or in the event of any personnel changes



San Bernardino County Sheriff's Department

EXHIBIT B

NOTICE OF CONFIDENTIALITY OF DEPARTMENT INFORMATION FOR NON-LAW ENFORCEMENT CONTRACTORS

As a Contractor with the Sheriff's Department, personnel may be exposed to law enforcement sensitive information in several different media formats. Much of this information is completely confidential and cannot be disclosed except as provided by law or Department policies and procedures. To ensure radio operators are compliant with the law and Department policies and procedures they shall adhere to the following:

1. Contractors shall not disclose or allow access to information contained in or obtained from Local Summary Criminal History Information, records maintained by State Department of Justice, or material, documents and information received from the Federal Bureau of Investigation or any other agency of State or Federal government, unless such disclosure or access is authorized by law.
2. Contractors shall not use any information derived from any Sheriff's Department sources or records for personal gain or use, except as authorized by law or Department policies and procedures.
3. Contractors shall not permit any person to receive information connected with the operation of the Sheriff's Department without permission of the Sheriff or as otherwise provided by law or Department policies and procedures.
4. Contractors shall not disclose to anyone the fact or the nature of any investigation, except as provided by law or Department policies and procedures.
5. Contractors shall not give any unauthorized person any information concerning the location of records, weapons, ammunition, the number of deputies on duty, shift assignment or patrol beat areas.
6. Serving the public provides each of us with a great responsibility. Consequently, there can be no compromise in the requirement for all Contractors to follow the Sheriff's Department policies and procedures on records and information and this "Notice of Confidentiality of Department Information."

Violations of said requirements shall subject Contractors to disciplinary action and possible revocation of access.

7. Penal Code Section 1142, relating to State Summary Criminal History Information, provides as follows:
Penal Code Section 1142. Authorized person furnishing record or information to unauthorized person, misdemeanor.

Any person authorized by law to receive a record or information obtained from a record who knowingly furnished the record or information to person who is not authorized by law to receive the record or information is guilty of a misdemeanor.

8. Penal Code Section 13302, relating to Local Summary Criminal History Information, provides as follows:
Penal Code Section 13302. Furnishing to unauthorized person by authorized person.

Any person of the local criminal justice agency who knowingly furnishes a record or information obtained from a record to a person who is not authorized by law to receive the record or information is guilty of a misdemeanor.

I have read and understand the Notice of Confidentiality of Department Information.

Staff Name: _____ **Date:** _____

Staff Signature: _____ **Date:** _____



San Bernardino County Sheriff's Department
EXHIBIT C

Expectations and Prohibited Duties
of Non-Law Enforcement Radio Operators

I understand and agree to the following expectations upon issuance of radio communications equipment.

Complete the following training and forms:

- Submission of Livescan
- CLETS Training
- CLETS Employee/Volunteer Statement Form
- Citizen on Patrol Academy
- Radio Communications Course
- PC832 Certification
- Notice of Confidentiality of Department Information

Upon completing training, I will maintain the following as a regular radio operator:

- Biennial CLETS Recertification
- Compliance with Sheriff's Department radio communication standards

I understand and agree, that as an employee of a non-law enforcement agency I am prohibited from performing any function requiring general law enforcement. In addition, I understand that enforcement of park rules and municipal ordinances is not law enforcement related.

Prohibited duties include, but are not limited to the following:

- Perform any law enforcement duties
- Perform security at events or functions
- Perform criminal investigations
- Conduct 9-1-1 follow ups
- Area searches for criminal suspects
- Crime scene protection
- Prisoner transportation or security
- Standby with deceased person(s) awaiting coroner
- Standby for tow truck operations

Radio Operator Name: _____ (Print)

Radio Operator Signature: _____ **Date:** _____

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF MARCH 13, 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, March 13, 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 APRIL 10, 2018 meeting must be submitted in writing to the City Clerk no later than NOON, TUESDAY, MARCH 27, 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. **Scheduled Items**

G. **Consent Calendar**

1. Demands Register
2. Minutes of February 27, 2018

H. **New Business**

I. **Chair and Member Reports**

J. **Reports of Officers**

K. **Adjournment**



City of Loma Linda Official Report

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

HOUSING AUTHORITY AGENDA: March 13, 2018
TO: Board Members
SUBJECT: Demands Register

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

RECOMMENDATION

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

vchlist
03/01/2018 9:09:34AM

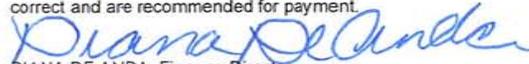
Voucher List
CITY OF LOMA LINDA
02-28-2018 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1995	2/27/2018	000110 BURTRONICS BUSINESS SYSTEM	AR41231 HA	P-0000014611	PRINTING OVERAGES	4.03
Total :						4.03
1 Vouchers for bank code : bofaha						Bank total : 4.03
1 Vouchers in this report						Total vouchers : 4.03

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1995 through 1995 for a total
disbursement of \$ 4.03, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
03-13-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
03/07/2018 4:36:51PM

Voucher List
CITY OF LOMA LINDA
03-13-2018 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1996	3/6/2018	002713	PREFERRED MANAGEMENT GROUP	25613	25613 PROSPECT AVE-MAR 2018 HOA	135.00
					Total :	135.00
1997	3/6/2018	004931	UNIVERSAL NORTH AMERICAN INS CO	CAVH0000037773	P-0000014738 HOMEOWNERS INS - SITUMORANG	599.00
					Total :	599.00
1998	3/6/2018	005395	USBANK EQUIPMENT FINANCE	351933114 HA	P-0000014307 PRINTERS LEASE AGREEMENT	27.01
					Total :	27.01
1999	3/13/2018	004547	ACSC	CHO 081927444	P-0000014715 AGNES PRICE-10942 CABRILLO LOOP	796.00
				CHO 089616086	P-0000014722 HOMEOWNERS INS - SIMAMORA	877.00
					Total :	1,673.00
2000	3/13/2018	001613	OFFICE DEPOT, INC	107083920001 HA	P-0000014238 OFFICE SUPPLIES.	6.45
				107085017001 HA	P-0000014238 OFFICE SUPPLIES.	1.77
					Total :	8.22
2001	3/13/2018	005127	VOLOGY, INC.	INV438238 HA	P-0000014652 JUNIPER NETWORK SWITCHES	103.94
					Total :	103.94
6 Vouchers for bank code : bofaha						Bank total : 2,546.17
6 Vouchers in this report						Total vouchers : 2,546.17

vchlist
03/07/2018 4:36:51PM

Voucher List
CITY OF LOMA LINDA

Page: 2

Bank code : bofaha

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

I have reviewed the above listing of payments on check nos.
1996 through 2001 for a total
disbursement of \$ 2,546.17, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
03-13-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

HOUSING AUTHORITY AGENDA: March 13, 2018

TO: Board Members

SUBJECT: Minutes of February 27, 2018

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

RECOMMENDATION

It is recommended that the City Council approve the minutes of February 27, 2018.

Loma Linda Housing Authority

Minutes

A Regular Meeting of February 27, 2018

A regular meeting of the Loma Linda Housing Authority was called to order by Vice Chairman Dupper at 7:05 p.m., Tuesday, February 27, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Board Members Present:	Vice Chairman Phill Dupper Ron Dailey John Lenart
Board Members Absent:	Chairman Rhodes Rigsby Ovidiu Popescu
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.

CC-2018-18

HA-2018-05 – Joint Meeting of the City Council and Housing Authority regarding 2016-2017 Mid-Year Budget Review including expenditure appropriations and revenue adjustments

The Housing Authority Board was called to order at 7:04 p.m. with all Rigsby and Popescu absent. City Manager presented the item, stating that the Mid-Year Budget with the recommended adjustments and appropriations was presented to the Budget Committee on February 15.

He indicated the information provided to the City Council included the proposed revenue adjustments and appropriation requests. He continued, recapping the Fiscal Year 2016-2017 beginning and ending fund balances and reviewing the Fiscal Year 2017-2018 current vs. adopted budget and the mid-year vs. current budget general fund.

The general fund was projected to yield an operating surplus of \$48,900. Throughout the fiscal year staff had proposed and City Council had approved several amendments increasing the appropriation spending for the City by \$6,115,700 and \$702,100 for the general fund. He presented the summary of changes in revenues and expenditures for the general fund, enterprise funds, special revenue funds and capital projects funds. If adopted, the proposed mid-year general fund budget will net a position decrease of \$214,600.

He concluded indicating that the recommendations presented by staff represent a net increase in general fund revenues of \$839,800, and a net increase in general fund expenditures of \$410,700. In the overall City, the recommendations represent a net decrease to revenues of \$1,460,900 and a net increase in expenditures of \$1,827,900. Staff recommends the approval of the adjustments presented in the staff report and detailed in attachment 1.

Motion by Dailey, seconded by Lenart and carried to approve the recommendations for expenditure appropriations and revenue adjustments included in the staff report and detailed in attachment 1. (Rigsby and Popescu absent)

The Housing Authority Board recessed at 7:22 p.m. for completion of the City Council agenda and reconvened at 7:33 p.m.

HA-2018-06 – Consent Calendar

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

The Demands Registers dated February 27, 2018 with commercial demands totaling \$1,863.53.

The minutes of February 13, 2018 as presented.

The meeting adjourned at 7:34 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 MARCH 13, 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, March 13, 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 April 10, 2018 meeting must be submitted in writing to the City Clerk no later than NOON, TUESDAY, MARCH 27, 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.** **Scheduled and Related Items**
- G.** **Consent Calendar**
 - 1. Demands Register
 - 2. Minutes of February 27, 2018
- H.** **Old Business**
- I.** **New Business**
- J.** **Adjournment**



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: March 13, 2018
TO: Board Members
SUBJECT: Demands Register

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

RECOMMENDATION

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

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1277	3/6/2018	004631 DHA CONSULTING, LLC	18-0202	P-0000014374	Consultants services ROPS and other	3,918.75
Total :						3,918.75

1 Vouchers for bank code : bofasa

Bank total : 3,918.75

1 Vouchers in this report

Total vouchers : 3,918.75

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on checknos.
1277 through 1277 for a total
disbursement of \$ 3,918.75, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
03-13-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: March 13, 2018
TO: Board Members
SUBJECT: Minutes of February 27, 2018

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

RECOMMENDATION

It is recommended that the City Council approve the minutes of February 27, 2018.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of February 27, 2018

A special meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor pro tempore Dupper at 7:34 p.m., Tuesday, February 27, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor pro tempore Phill Dupper Ron Dailey John Lenart
---------------------	---

Councilmen Absent:	Mayor Rhodes Rigsby Ovidiu Popescu
--------------------	---------------------------------------

Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway
-----------------	---

SA-2018-05 - Consent Calendar

Motion by Dailey, seconded by Lenart and unanimously carried to approve the following items:

The Minutes of February 13, 2018 as presented.

The meeting adjourned at 7:35 p.m.

Approved at the meeting of _____.

City Clerk